

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

June 18, 2002



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June 18, 2002

The McLean County Board met on Tuesday, June 18, 2002 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

The following Members answered to roll call:

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

The following Members were absent:

Members Tari Renner and Paul Segobiano.

Chairman Sweeney stated Member Segobiano was in St. Louis with his wife, Barb. Mr. Zeunik had additional information in that regard for those interested.

Proceedings of May Meeting:

The Proceedings of the May 21, 2002 meeting had been submitted to each Member of the County Board prior to this meeting. Members Kinzinger/Nuckolls moved the County Board approve the Minutes as submitted. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Appearance by Members of the Public and County Employees:

Chairman Sweeney introduced Mr. Robert J. Lenz, Attorney at Law. Mr. Lenz asked the Members of the County Board to accept his offer of a loan of three portraits. He described them as follows: the portrait of Lincoln is a museum quality picture. He said this is known in historical literature as the Gettysburg Lincoln. It is the portrait taken nearest in time to the Gettysburg Address by a photographer named Alexander Gardner. It represents the state of the art in photography at that time. It is made from the same negative from which the original was made. This portrait is number eight from a limited number of copies made. One of the reasons I would like to loan this to the County and ask that you approve the Committee's recommendation to have it on display for a period of time, is that the lobby is an Abraham Lincoln lobby. More importantly, I have always believed that McLean County has a legitimate claim to having made it possible for Lincoln to be made President. We all think that Springfield has done a great job of appropriating Lincoln as though that was the only place important in Lincoln history. The truth is that when Lincoln ran for President in 1860, he lost in Sangamon County but he won here. When he ran for re-election, he lost in Sangamon County and won here. He had a great many clients as a lawyer in McLean County. His closest friends were lawyers and judges here, including Judge Davis who along with other people from Bloomington made it possible for Lincoln to get the nomination in Chicago. Jesse Fell is the one who first suggested to Lincoln that he should consider running for President. These are historically verifiable facts. So McLean

County is really a second home and yet we really had never made that known. Lincoln was instrumental in helping to create Illinois State University. There is a great history of Lincoln involving McLean County and so my hope is that we can help acquaint the public with this important connection. I think Lincoln would not have been President if not for people from McLean County and the country would not have been the same if Lincoln had not been President. I offer this to you on loan and I hope you will accept the Committee's recommendation and thank you very much.

Consent Agenda:

Chairman Sweeney asked if there were any items to be removed from the Consent Agenda. No requests were made at this time.

The Consent Agenda read as follows:

7. CONSENT AGENDA:

A. County Highway Department – Jack Mitchell, County Engineer

RESOLUTIONS:

- 1) Request for Approval of Resolution for Award of County Maintenance

B. Building & Zoning – Phil Dick, Director

1) Zoning Case:

- 1) Approve the application of the Zoning Board of Appeals in case 02-20-Z. They are requesting a text amendment of the McLean County Zoning Ordinance that includes the following: To allow for alternate members of the Zoning Board of Appeals, to lower the permit fees for commercial structures over \$500,000 in value, to change the violation and penalty section, to change and add definitions, to add regulations for wind power generating facilities, to change the nonconforming use section, to change regulations of non-farm residences and residential accessory uses, to add certain ADA requirements for builders of commercial/public buildings, to add illustrations of structural sign types and to change setback requirements for subdivision and church identification signs.

- 2) Approve the application of Kenneth Weaver for S & M Investment Company operating as Mickey Body Company in case 02-22-S. They were previously approved in cases 98-37-S and 99-17-S to operate a repair facility for large trucks and then were expanded to allow a truck painting facility. This application is to allow for storage of additional truck-tractors, trailers, van bodies or straight trucks (units) on site and to allow occasional sale of such units on site. This property is located in Bloomington Township at 14661 Old Colonial Road, Bloomington, Illinois.

- 3) Approve the application of Carver Concrete Construction, Inc., in case 02-23-Z. They are requesting a map amendment to change the zoning classification of a property from A-Agriculture District to a classification of C-Commercial District on property which is located in Dry Grove Township immediately east of Road 1000E and 750 feet north of Illinois Route 9.

2) Subdivision Cases:

- 1) Approve the application of Coryla L. Riddle in case S-02-07. She is requesting a waiver of preliminary plan requirements and a one lot final subdivision plat for the Riddle Subdivision. This property is located in Lexington Township immediately south of Road 2250N approximately 5/8 of a mile west of Road 2800E.

2) Approve the application of Stuard D. Kenney and Diana G. Estudillo in case S-02-08. They are requesting a waiver of preliminary plan requirements and a two lot final subdivision plat for the Kickapoo Vista Subdivision. This property is located in Randolph Township immediately northeast of the intersection of Roads 1625E and 450N.

C. Transfer Ordinances

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

Justice Committee

- 1) Request Approval of an Agreement with Evercom Systems, Inc. to provide inmate telephone service – Sheriff's Department
- 2) Request for Approval of an Appropriation Transfer for Software and Hardware Purchases – Sheriff's Department

Property Committee

- 1) Request Approval of a Lease Agreement with Cross Implement For End Loader – Parks and Recreation Department

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

a) REAPPOINTMENTS:

Board of Health

Dan Steadman, D.D.S.

1112 Broadway

Normal, Illinois 61761

Reappointed for a Three Year Term to

Expire on June 30, 2005

Ms. P.A. "Sue" Berglund

1019 East Olive Street

Bloomington, Illinois 61701

Reappointed for a One Year Term to

Expire on June 30, 2003

Bloomington Township Public Water District

Mr. Alan LaRoche
Rural Route 3, Box 449A
Bloomington, Illinois 61704
Reappointed for a Five Year Term to
Expire on the First Monday in May, 2007

b)

APPOINTMENTS:

Board of Health

Eileen R. Fowles, Ph.D.
Mennonite College of Nursing at
Illinois State University
Campus Box 5810
Normal, Illinois 61790-5810
Appointed to a Three Year Term to
Expire on June 30, 2005

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

Eileen R. Fowles, Ph.D.
Mennonite College of Nursing at
Illinois State University
Campus Box 5810
Normal, Illinois 61790-5810
Appointed to a Three Year Term to
Expire on June 30, 2005

T.B. Care and Treatment Board

Eileen R. Fowles, Ph.D.
Mennonite College of Nursing at
Illinois State University
Campus Box 5810
Normal, Illinois 61790-5810
Appointed to a Three Year Term to
Expire on June 30, 2005

c)

RESIGNATIONS

NONE

F. Approval of Resolutions of Congratulations and Commendation

- a) Request for Approval of a Resolution of Congratulations for the
Chiddix Junior High School Eighth Grade Girls' Track Team

ROBERT J. LENZ
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(309) 829-9486
FAX (309) 827-8139
E-MAIL: RLenzlaw@AOL.COM

June 11, 2002

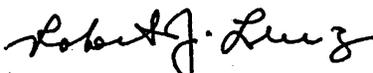
Michael Sweeney, Chairman
McLean County Board
104 W. Front Street
Bloomington, IL 61701

RE: *Abraham Lincoln Lobby / Display*

Dear Mr. Sweeney:

This letter is to request an opportunity to speak at the meeting of the McLean County Board on Tuesday, June 18, 2002, on the matter of a loan of the "Gettysburg Lincoln" portrait to the County for display in the Abraham Lincoln Lobby. Your consideration is greatly appreciated.

Sincerely yours,


Robert J. Lenz

RJL:jp

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY
FOR AWARD OF COUNTY MAINTENANCE

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on June 4, 2002, for a letting held on May 29, 2002 for McLean County and one (1) Township, and,

WHEREAS, the Transportation Committee duly approved the bids on June 4, 2002, now, therefore,

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

2002 MFT SECTIONS

McLean County.....Sec. 99-00044-06-WR.....GR. 4 @ \$51,100.00
The successful bidder was Prairie Materials, Pontiac, Illinois

McLean County.....Sec. 99-00044-06-WR.....GR. 14 @ \$69,850.00
The successful bidder was Crane Trucking, Inc., Forrest, Illinois

McLean County.....Sec. 99-00044-06-WR.....GR. 15 @ \$83,895.00
The successful bidder was Stark Materials, Inc. , Bloomington, Illinois

McLean County.....Sec. 99-00044-06-WR.....GR. 15B..... @ \$147,150.00
The successful bidder was Limestone Transit, Inc. , Faribury, Illinois

McLean County.....Sec. 99-00044-06-WR.....GR. 17 @ \$142,880.00
The successful bidder was Emulsicoat, Inc. , Urbana, Illinois

McLean County.....Sec. 02-00000-00-GM.....GR. 18 (Mulch)..... @ \$ 12,182.40
The successful bidder was Evergreen FS, Bloomington, Illinois

McLean County.....Sec. 02-00000-00-GM.....GR. 18 (Grass Seed) @ \$12,240.00
The successful bidder was Mid-West Construction Company, Springfield, Illinois

Towanda Road District.....Sec. 02-28124-00-GM..... @ \$95,457.25
The successful bidder was Rowe Construction Company, Bloomington, Illinois



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 18, 2002.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 18 day of June, A.D., 2002

[SEAL]



County Clerk

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals concerning an application of McLean County Zoning Board of Appeals in case 02-20-Z. They are requesting a text amendment of the McLean County Zoning Ordinance.

The proposed text amendment makes certain minor changes to the text of the general amendment of the McLean County Zoning Ordinance that was approved on August 15, 2000 and amended on February 6, 2001 including, but not limited to the following: To allow for alternate members of the Zoning Board of Appeals, to lower the permit fees for commercial structures over \$500,000 in value, to change the violation and penalty section, to change and add definitions, to add regulations for wind power generating facilities, to change the nonconforming use section, to change regulations of non-farm residences and residential accessory uses, to add certain ADA requirements for builders of commercial/public buildings, to add illustrations of structural sign types and to change setback requirements for subdivision and church identification signs.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on May 21, 2002 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

This Board finds that the proposed Zoning Ordinance amendment will aid in the implementation of the McLean County Regional Comprehensive Plan, will continue and strengthen the County's policy of farmland preservation, will conserve property values, and will promote building development to the best advantage of the entire County. We find that these changes are in the public interest and will protect the public health, safety and welfare.

Therefore, the Board of Appeals recommends that the McLean County Zoning Ordinance be amended as proposed in the attached text and the attached ordinance.

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

Respectfully submitted this 21st day of May 2002, McLean County Zoning Board of Appeals


Chair

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

AMENDATORY ORDINANCE
AMENDING THE McLEAN COUNTY ZONING ORDINANCE

WHEREAS, the McLean County Zoning Board of Appeals has proposed that certain portions of the text of the McLean County Zoning ordinance be amended; and

WHEREAS, the McLean County Zoning Board of Appeals, after due notice as required by law, held a public hearing on said proposal, identified as Case 02-20-Z and has recommended that the said Zoning Ordinance be amended: and

WHEREAS, the County Board of McLean County, Illinois deems it necessary and proper and in the public interest to so amend said Zoning Ordinance of said County; now, therefore,

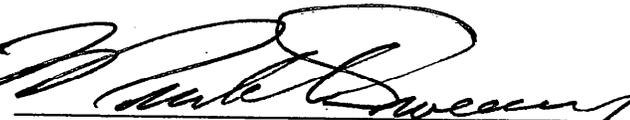
BE IT ORDAINED that the McLean County Zoning Ordinance be and hereby is amended according to the attached document.

Adopted by the County Board of McLean County, Illinois this 18th day of June, 2002

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael Sweeney, Chairman
McLean County Board

Zoning Ordinance Text Amendments as Recommended to the McLean County Board by the Zoning Board of Appeals

Article 1, 109.6: Land Trusts-Disclosure of Beneficial Interests

6. Whenever any trustee of a land trust makes application to the County of McLean under the regulations of the McLean County Zoning Ordinance relating to the land which is the subject of such trust, such application shall identify each beneficiary of such land trust by name and address and define his or her interest therein. All such applications shall be verified by the applicant in his capacity as a trustee, or by the beneficiary as a beneficial owner of interest in such land trust. If a body politic or other corporate entity files such application, a duly authorized officer of such body politic or other corporate entity for whom such application is made shall verify it.

Article 1, 113.1: Exemptions-Exempts Certain Equipment of Wholesalers of Utilities from These Regulations

113 EXEMPTIONS. The following structures and uses shall be exempt from the provisions of these regulations:

1. Poles, towers (except for telecommunication towers), wires, cables, conduits, vaults, laterals, pipes, mains, valves, or other similar equipment for the distribution to consumers or to or by wholesalers of telephone or other communications, electricity, gas, or water, or the collection of sewage or surface water; ~~operated or maintained by a public utility as defined in the applicable statutes of the State of Illinois;~~

Article 2, 202.4: Zoning Enforcement Office-Petitions for Variances, Amendments and Special Use Permits to be Filed With the Director of Building and Zoning

4. ~~Receive from the County Clerk copies of All notices of petitions for variances, amendments, and special use permits that are to be referred to the which have been referred by the County Clerk to the Zoning Board of Appeals or other appropriate reviewing body;~~

Article 2, 203.2 D: Alternate Members of the ZBA

- D. Alternate Members of the Zoning Board: The Chairperson of the County Board may appoint two persons to the Zoning Board, subject to confirmation by majority vote of the members of the County Board, who shall serve as alternates for the other seven

members of the board. Such alternates shall serve respectively, for the following initial terms:

(1) One alternate for four years;

(2) One alternate for five years.

Thereafter each alternate member of the Zoning Board shall serve a term of five years.

Alternate members of the Zoning Board may reside in any incorporated city or town or unincorporated area, provided that they do not reside in the same congressional township as any other member.

Article 2, 203.6 A: Procedure for Variances-Adds Detail

- A. Except as otherwise set forth in this Article, all variances shall be made in a specific case only after public hearing, and only by ordinance, resolution, or findings of fact and conclusions of law based upon the standards for variances in this Section. (2-20-01)

Applications for Variances – An application for a variance shall be filed with the Department of Building and Zoning in such form and accompanied by such information as required by the County Board. Such application shall be forwarded to the Zoning Board of Appeals with a request to hold a public hearing.

Public Hearing - The Zoning Board of Appeals shall hold a public hearing on each application for a variance at such time and place as shall be established by the Zoning Board of Appeals. The hearing shall be conducted and a record of such proceedings shall be preserved in such a manner as the Zoning Board of Appeals shall, by rule, prescribe from time to time in accordance with state statutes.

Article 2, 204: Appeals-Must be Within 35 Days of Decision by ZBA

- 204 APPEALS.** An appeal from a final decision of the ~~County Board~~ Zoning Board of Appeals must be filed within ~~one year~~ 35 days of the date of the decision, unless ~~a shorter filing period is otherwise required by law.~~

Article 2, 205.2: Construction Permits-Adds Requirements for Design in Accordance With ADA and Illinois Accessibility Code

205 Construction Permits.

2. Application for such construction permit shall be made to the Department of Building and Zoning, accompanied by plans, specifications and other supplementary information necessary to determine compliance with this ordinance, including when applicable, a certification that performance standards as required by this ordinance will be complied with and certification that a road access permit has been granted by the appropriate road authority. When applicable laws or regulations of the State of Illinois or McLean County require sewage disposal facilities to serve the proposed use, the application shall be accompanied by a certification from the McLean County Health Department approving the sewage disposal facilities proposed for such use. The application shall be accompanied by such elevation and other data necessary to determine compliance with any applicable flood hazard regulations of this ordinance.

New public/commercial buildings shall be designed and built in accordance with the requirements of the Americans With Disabilities Act and with the current version of the Illinois Accessibility Code including the provision of accessible/handicap parking spaces as specified in Article 9, Section 906.7 of this ordinance. Plans for such public buildings shall contain the seal of a registered architect or engineer. The architect or engineer shall also certify in writing that the building design is in accordance with the Americans With Disabilities Act and the current version of the Illinois Accessibility Code. Before occupancy permits are issued for public/commercial buildings, the architect/engineer shall certify that the site and building as built meet the requirements of the Americans With Disabilities Act and the Illinois Accessibility Code.

Article 2, 205.3 F: Construction Permits-Amends Fee

- D. The fee for all other permits shall be \$2.50 for each one thousand dollars, or fraction thereof up to a value of \$500,000. From a value of \$500,000 to a value of \$5 million the fee shall be \$1,250 plus \$.50 for each one thousand dollars of the value of the proposed improvements over \$500,000. From a value of \$5 million and up the fee shall be \$3,450 plus \$.10 for each one thousand dollars of the value of the proposed improvements over \$5 million. There shall be with a minimum fee of \$50.00.

**Article 2, 208: Violation and Penalty-Changes Fines to Concur With State Statutes
And Adds Specific Penalty for Inoperable Vehicles**

208 VIOLATION AND PENALTY.

~~The owner or agent of a structure or premises in or upon which a violation of any provision of this regulation has been committed or shall exist; or the lessee or tenant of an entire structure or entire premises in or upon which violation has been committed or shall exist; or the agent, architect, structure or premises in or upon which violation has been committed or shall exist, shall be punished by a fine not less than ten (10) dollars and not more than one hundred (100) dollars for each and every day that such violation continues, but if the offense be willful on conviction thereof, the punishment shall be a fine of not less than one hundred dollars (100) nor more than two hundred and fifty (250) dollars for each and every day such violation shall continue or by imprisonment for ten (10) days for each and every day such violation shall continue or by both such fine and imprisonment in the discretion of the court.~~

~~In case any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land is used in violation of this regulation, the appropriate authorities, in addition to other remedies, may institute injunction, mandamus or other appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, conversion, maintenance of use, or to correct or abate such violation or to prevent the occupancy of said structure or land.~~

In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted or maintained or any building, structure or land is used in violation of this ordinance, or other regulation under authority conferred hereby, the proper authorities of the county or of the township in which the building, structure or land is located, or any person the value or use of whose property is or may be affected by such violation, in addition to other remedies, may institute any appropriate action or proceedings in the circuit court to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct, or abate such violation, to prevent the occupancy of said building, structure or land or to prevent any illegal act, conduct, business, or use in or about such premises. Any person who violates the terms of this ordinance shall be guilty of a petty offense punishable by a fine not to exceed \$500, with each week the violation remains uncorrected constituting a separate offense.

Inoperable Motor Vehicles: Parking or storage of inoperable or unlicensed motor vehicles or parts thereof shall not be permitted unless in a lawfully established junk yard or salvage yard.

Nothing in this section shall apply to any motor vehicle that is kept within a building when not in use or to historic vehicles over 25 years of age.

All inoperable motor vehicles, whether on public or private property, are a nuisance. Any person who fails to obey a notice received from the County which states that such person is to dispose of any inoperable motor vehicles under his or her control shall be fined not less than \$100 and not more than \$500. Each week a violation continues shall constitute a separate offense.

Article 3, 303: Inoperable Motor Vehicle-Revises Definition

<p>Inoperable Vehicle</p>	<p>Any motor vehicle which does not have a current license sticker or that which for a period of at least six months, the engine, wheels or other parts have been removed, or on which the engine, wheels, or other parts have been altered, damaged, or otherwise so treated that the vehicle is incapable of being driven under its own power. Inoperable motor vehicle shall not include a motor vehicle, which has been rendered temporarily incapable of being driven under its own motor power for no more than 30 days in order to perform ordinary service or repair operations. is unable to operate or move under its own power. It shall also mean any motor vehicle that is in an abandoned, wrecked, dismantled, scrapped, junked or in a partially dismantled condition including parts of motor vehicles that are scattered or stacked. Inoperable motor vehicle shall also include parts of motor vehicles that are scattered or stacked.</p>
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Article 3, 303: Salvage Yard-Revises Definition of Salvage Yard

<p>Salvage Yard</p>	<p>A lot, land or structure, or part thereof, used primarily for the collecting, dismantling, storage and salvaging of machinery or vehicles that are not in operating condition; or for the sale of parts thereof. <u>Unless conducted entirely within enclosed buildings, this also includes a lot or land where waste or scrap materials of any type, including but not limited to scrap iron and other metals, paper, rags, rubber tires, and bottles, are bought, sold, exchanged, stored, baled, packed, disassembled or handled.</u> Typical uses include automobile salvage yards and junkyards.</p>
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Article 3, 303: Trucking Facility-Adds Definition

<p><u>Trucking Facility</u></p>	<p><u>The business office or the parking, repair or storage facility for vehicles and or equipment used for the business of transporting goods</u></p>
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	on trucks. Such use does not include the storage, processing, or loading and unloading of goods transported.
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Article 3, 303: Utility Major-Adds Wind Power Generating Facilities to Definition

Utility, Major	generating plants; electrical switching facilities and primary substations; water and wastewater treatment plants; water tanks; and radio, television and microwave transmission towers; and similar facilities of agencies that are under public franchise or ownership to provide the public with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection or other similar service, <u>wind power generating facilities including wholesale generators and or qualifying facilities.</u> The term "utility" shall not be construed to include corporate or general offices; gas or oil processing; manufacturing facilities; postal facilities; or other uses defined herein. In addition, utilities that are exempt as specified in Article 1 of these regulations shall not be considered to be major utilities as defined herein.
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Article 4, 406.1: Nonconforming Uses-Gradual Elimination of Nonconforming Uses

406 NONCONFORMING USES.

~~1. Authority to Continue: Any lawfully existing nonconforming use or part of all of a structure or any lawfully existing nonconforming use of land, may be continued, so long as otherwise lawful.~~

1. Authority to continue: Nonconforming uses will be discontinued under the following circumstances:

A. The legal nonconforming status of uses of unimproved lands or lot areas shall cease when the existing rights of the persons in possession are terminated or when the uses to which they are devoted are discontinued. Thereafter, any use of the property that does not conform to this ordinance shall constitute a violation of this ordinance.

B. The preexisting legal nonconforming status of uses to which buildings and structures are devoted may continue for five years from January 1, 2003. If these buildings and structures are adaptable to permitted uses they shall be so adapted. Thereafter, if any building which is adaptable to a permitted use is not so adapted the prior nonconforming use shall cease. Any continued

use of a nonconforming building or structure that continues after December 31, 2007 shall constitute a violation of this ordinance.

C. The legal nonconforming status of nonconforming use of buildings and structures shall cease when they are destroyed or damaged in major part; Thereafter, any use of the property that does not conform to this ordinance shall constitute a violation of this ordinance.

Article 5, 501.3: Single Family Residential Lots-Lots Established After 2/11/1974

3. Permitted Uses. Generally, agricultural and accessory uses to agricultural activities are permitted. For a general listing of permitted uses, see Article 6 of these regulations. The permitted uses will be determined based on compatibility with other uses permitted in the district and with uses listed in Article 6.

Single family dwellings existing previous to February 11, 1974, including the conversion of buildings used as farm dwellings built previous to February 11, 1974 to non-farm single family dwellings, are permitted uses in the Agriculture District. Lot area shall be at least one acre and lot width shall be at least 200 feet. Yard requirements, except for livestock shelters, shall be as set forth in this section. Yard requirements for livestock shelters shall be as allowed for other detached buildings in the Agriculture District. (2-20-01) Lots established after 2/11/1974 with single family residences as the principal use shall not be divided to establish additional residential lots.

Article 5, 501.6: Total Accessory Structure Area-Excludes Barns/Livestock Shelters in Some Cases

6. Total Accessory Structure Area (excluding attached garages, barns/livestock shelters constructed prior to July 27, 1966, corncribs, etc.):

On lots 1-5 6 acres in areas containing 5 or more lots: 2400 square feet. (2-20-01)

On lots less than 5 acres: 3600 square feet (excluding barns/livestock shelters less than 2000 square feet in area).

On lots 5 acres or more: 4200 square feet (excluding barns/livestock shelters less than 2000 square feet in area built after July 27, 1966).

Article 5, 501.7 A: lot of Record-Specifies When Lot Must Have Existed

7. Limitations on the construction of new single family residences and the subdivision of parent tracts in the Agriculture Zoning District:

The following provisions shall apply in conjunction with the provisions of the Land Subdivision Ordinance of McLean County.

- A. A single family dwelling unit on a lot of record existing on or before February 11, 1974 is a permitted use in the Agriculture Zoning District.

Article 5, 501.7 B: Construction of New Residences in Ag. District-Limits

- B. A single-family dwelling unit on land unsuitable for farming is a permitted use. The designation of land unsuitable for farming shall include:

- (1) Former or existing farmsteads composed of mature trees, grasses, agricultural buildings or building foundations.
- (2) Land that contains at least two of the following conditions:
 - a. Highly erodable soils as defined by Soil and Water Conservation District
 - b. Soils with a Productivity Index value of less than 120
 - c. Wooded areas containing at least a total of 60" of trunk diameter measured two feet above the ground of trees larger than 5" trunk diameter measured two feet above the ground.
 - d. Unusual size and/or configuration
 - e. Land with 50% of its area with slopes exceeding 5%

The required minimum lot area is one acre and the maximum permissible lot area is three acres. Lot areas in excess of this limit must get require the issuance of a Special Use Permit. No more than one Special Use Permit, per the original parcel as it existed on 2/11/1974, shall be allowed.

The number of lots created on land unsuitable for farming shall not exceed one for every forty acres of the original parcel that existed on 2/11/1974. ~~Special Use Permits granted for non-farm dwellings on the original parcel since 2/11/74~~ Lots established after 2/11/1974 and set aside from the original farm parcel as non-farm single family dwelling lots shall count in the determination in the number of allowable non-farm dwelling lots.

Article 5, 501.7 D: Increases Maximum Lot Area Allowed for a Farm Owner to Build By Permit From Less Than Three Acres to Three Acres

- D. A single-family dwelling unit for a farm owner is a permitted use in the Agriculture Zoning District.

The required minimum lot area for a farm owner is one acre and the maximum permissible area is ~~less than~~ three acres. Lots in excess of this limit must get a Special Use Permit.

In the case of farms owned by corporations, partnerships, trusts or other forms of multiple person ownership the ownership entity shall be treated as one person.

Article 5, 501.9 A and B: Modifies Setbacks Required for Buildings or Structures Sheltering Livestock or Poultry

9. Yard Regulations:

A. Exterior Setback:

- (1) A minimum of 30 feet for all residential dwellings and accessory structures
- (2) A minimum of 50 feet for all other principal and accessory buildings; and
- (3) A minimum of 50 feet for any building or structure sheltering livestock or poultry when the exterior lot line is located within 200 feet of an R-1 or R-2 district or any lot containing a dwelling as a principal use. Otherwise such buildings or structures shall be located in accordance with the applicable setback.

B. Interior Setbacks:

- (1) Interior Side Setback: A minimum of 20 feet on each side for residential structures and a minimum of 30 feet for all other structures. For any lot in existence on the effective date of this ordinance that is less than 100 feet in width and is used for a single-family dwelling, this may be reduced to five feet. (2-20-01)
- (2) Interior Rear Setback: A minimum of 40 feet for residential structures and a minimum of 50 feet for all other structures.
- (3) Any building or structure sheltering livestock or poultry shall be setback a minimum of 50 feet from any interior lot line when the interior lot line is located within 200 feet of an R-1 or R-2 district or any lot containing a dwelling as a principal use. Otherwise such buildings or structures shall be located in accordance with the applicable setback.

Article 6, 601: Use Table-Adds A Use Standard Reference for Freight Terminals

Freight Terminal					S	S	<u>45</u>
Gas and Fuel Sales/Storage					S	P	

Article 6, 601: Use Table-Adds Trucking Facility to Use Table

Transit Facility				P	P	P	
Trucking Facility				<u>S</u>	<u>P</u>	<u>P</u>	<u>45</u>
Utility, Major (if not regional pollution control facility)	S	S	S	S	S	S	41
Utility, Minor	P	P	P	P	P	P	
Warehousing and Wholesale					P	P	
Welding or Machine Shop					S	P	

Article 6, 602.1: Warehouse Self Storage-Adds Use Standard Reference

Warehouse, Self Storage				P	P	P	<u>46</u>
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Article 6, 602.1: Accessory Uses-Allows Use for Residence and Establishment for Maintenance

602 USE STANDARDS. The use standards of this section shall apply to permitted uses, special uses and accessory uses as noted.

1. Accessory Uses: Permitted uses and approved special uses shall be deemed to include accessory uses and activities that are customarily associated with, and appropriate, incidental, and subordinate to the principal uses allowed in zoning districts. Accessory uses and activities shall be subject to the same regulations as apply to principal uses in each district, unless otherwise stated in this zoning ordinance. Accessory uses shall not be established prior to the principal use, unless specifically allowed by this zoning ordinance.

Establishment of Accessory Uses - Accessory uses shall not be established prior to the principal use except that the Director of Building and Zoning may issue a temporary permit for the residential use, by one family, of any accessory building while the principal dwelling is under construction. Such temporary permit shall be valid until the date of the first occupancy of the principal building or 18 months after the issuance of the permit, whichever is the earlier date. Also, one accessory building may be established on a lot prior to the establishment of the principal use, provided that such building is used only for the storage of machinery and equipment necessary to maintain the otherwise vacant lot. The building shall be no larger than necessary for storage of the aforementioned machinery and equipment as determined by the Director of Building and Zoning.

Article 6, 602.1 B, (5) c and d: Guest Household Unit-Second Exit/Square Feet Allowed

- (5) One guest household unit is allowed, which may include a kitchen facility that is separate from that of the principal household unit, subject to the following:
 - a. The guest household unit is used only for the housing of guests of the family residing in the principal dwelling unit and not as a rental unit;
 - b. The guest household unit is located within the same building as the principal dwelling unit.
 - c. The guest household unit ~~is accessed~~ should be accessible through the principal dwelling unit

entrance, and not through a separate exterior entrance; If a separate exterior entrance to the guest household unit is provided, it shall face either a side yard or the rear yard of the principal dwelling unit.

d. Maximum allowable living space of a guest household unit shall be 900 square feet.

Article 6, 602.11 H and I: Competitive Communication Towers-Limits Height, Requires Engineering Certification and FAA Documentation

H. Height and other design aspects of competitive communication towers shall be approved by a registered engineer and FAA impact documentation shall be submitted to and approved by the Director of Building and Zoning.

Article 6, 602.22 A: Single Family and Duplex Dwellings-Specifies Minimum Exterior Width and Minimum Ground Floor Square Footage

22. Single-Family and Duplex Dwelling Unit Standards: The following standards shall apply to all single-family and duplex dwelling units.

A. The minimum exterior width of a single family or duplex home shall be 22 feet. The single-family and duplex home shall have minimum dimensions of 22 feet in width and 40 feet in length; Ground floor area shall be not less than 800 square feet except that for dwelling units having more than one story the minimum ground floor area shall be 700 square feet.

Article 6, 602.39 B, (3) and (4): Seasonal Sales-Clarifies Height Allowed for Structures Addresses Signs

39. Temporary Uses: The following temporary uses shall be allowed.

A. Real Estate Office: Real estate office (containing no sleeping or cooking accommodations) incidental to a new housing development to continue for a period not to exceed two years or until the sale or lease of all dwelling units in the development has occurred, whichever is less.

B. Seasonal Sales of Farm Produce: Seasonal sale of farm produce grown on the premises, including Christmas trees if grown on the same property, in the "A" zoning district shall be allowed subject to the following standards:

- (1) Structures used in conjunction with such seasonal sales need not comply with the applicable front yard requirements if the structures are not located within 50 feet from a street or highway right-of-way line.
- (2) The floor area of structures used in conjunction with such seasonal sales shall not exceed 600 square feet.
- (3) The height of structures used in conjunction of seasonal sales of farm produce shall not be greater than 17 feet or one story which ever is less.
- (4) Signs may be erected on the sight of the sales event, at the start of the seasonal sales period and may remain in place for no longer than ninety (90) days. A minimum setback of 10 feet from all property lines shall be required and such signs shall not encroach into or be located within a required sight triangle. Maximum size shall be limited to 32 square feet.

Article 6, 602.41 A through I: Wind Power Generating Facilities-Adds Details of Requirements for Wind Power Generating Facilities

41. Utility, Major (if not a regional pollution control facility or otherwise exempted in Article 1 of these regulations): Major utilities, that are not regional pollution control facilities or otherwise exempted in Article 1 of these regulations, shall not be located within 200 feet of a boundary line of an R-1 or R-2 district.

Wind power generation facilities shall not be located within 2000 feet of a boundary line of an R-1 or R-2 district and shall also conform to the following requirements:

- A. No building or tower that is part of a wind power generation facility shall encroach onto any recorded easement prohibiting the encroachment unless the grantees of the easement have given their approval.
- B. Lighting shall be installed for security and safety purposes only. Except with respect to lighting required by the FCC or FAA, all lighting shall be shielded so that no glare extends substantially beyond the boundaries of a facility.
- C. No facility shall encroach onto an existing septic field.

- D. Any wind power generation facility located in a special flood hazard area or wetland shall comply with the requirements of the "FP" FloodPlain Overlay District and Illinois Department of Natural Resources.
- E. The height of the facility shall not exceed 450 feet, except if the facility is located within one and one-half miles of the corporate limits of a municipality with a population of 25,000 or more, the height of the facility shall not exceed 200 feet.
- F. A tower that is part of a wind power generation facility shall require engineering certified by a registered engineer.
- G. Documentation, approved by the Director of Building and Zoning, shall be provided which verifies that the site and design are acceptable to the FAA.
- H. A wind power generation facility may be located on the same lot as one or more structures or uses.

Article 6, 602.45 A through D: Freight Terminals, Trucking Facilities -Adds Use Standard

- 45. Freight Terminals and Trucking Facilities: The following standards shall apply to all freight terminals and trucking facilities .
 - A. Motor vehicles and equipment used in the operation of such a facility' shall not exceed the official weight limits on the public streets and highways, which provide access to the site of the facility. The permit applicant shall provide a certified listing of the gross weights of all equipment and motor vehicles used in the operation of the facility.
 - B. Such facility shall be located at least 300 feet from any R-1 or R-2 zoning district.
 - C. Driveways, parking lots and vehicle and equipment storage areas shall be graded and paved with asphalt, concrete, or other hard surface materials as approved by the County Engineer.
 - D. Lighting shall be installed for safety and security purposes only. All lighting shall be shielded so that no glare extends substantially beyond the boundaries of a facility.

Article 6, 602.46: Warehouse Self Storage-Adds Use Standard That Specifies Permitted Uses

46. Warehouse, Self-Storage: The following standards shall apply to all warehouse self-storage facilities.
- A. All self-storage facilities shall be limited to the rental of storage bays and the pickup and deposit of goods or property in dead storage.
 - B. Use of storage bays shall be limited to storage of personal goods.
 - C. Storage bays shall not be used to manufacture, fabricate or process goods; service or repair vehicles, boats, small engines, or electrical equipment or to conduct similar repair activities; conduct garage sales or retail sales of any kind; or to conduct any other commercial or industrial activity on the site.
 - D. Individual storage bays or private postal boxes within a self-storage facility shall not be considered premises for the purposes of assigning a legal address in order to obtain an occupational license or other governmental permit or license to do business nor as a legal address for residential purposes.

Article 9, 906.7: Accessible/Handicapped Parking-Requires Parking In Accordance With Illinois Accessibility Code

7. Accessible/Handicapped Spaces: In addition to the requirements of Article 2, Section 205.2 of this ordinance, accessible/handicapped parking spaces shall be provided as required below or as amended per the current requirements of the Illinois Accessibility Code.

<u>TOTAL OFF STREET PARKING SPACES REQUIRED</u>	<u>REQUIRED MINIMUM NUMBER OF ACCESSIBLE SPACES</u>
<u>1 to 25</u>	<u>1</u>
<u>26 to 50</u>	<u>2</u>
<u>51 to 75</u>	<u>3</u>
<u>76 to 100</u>	<u>4</u>
<u>101 to 150</u>	<u>5</u>
<u>151 to 200</u>	<u>6</u>
<u>201 to 300</u>	<u>7</u>
<u>301 to 400</u>	<u>8</u>
<u>401 to 500</u>	<u>9</u>
<u>501 to 1000</u>	<u>2% of total number</u>
<u>Over 1000</u>	<u>20 plus 1 for each 100 over 1000</u>

- A. Parking Space Dimensions: Shall be at least 20 feet in length and 16 feet in width including an eight foot wide diagonally striped access aisle.
- B. Location: Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance.

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Article 10, 1006: Adds Church Identification Sign, Adds Temporary Advertising Signs Definition

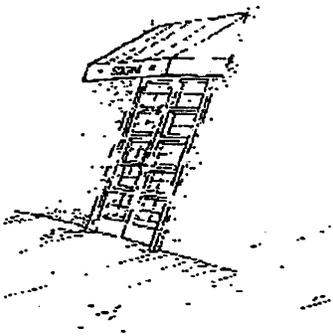
1006 CLASSIFICATION OF SIGNS. Functional Types:

Functional Sign Type	Definition
Advertising Sign/ Billboards	A sign which directs the attention of the public to any goods, merchandise, property, business, service, entertainment or amusement conducted or produced which is bought or sold, furnished, offered or dealt in elsewhere than on the premises where such sign is located or to which it is affixed.
Bulletin Board Sign	A sign that indicates the name of an institution or organization on whose premises it is located and which contains the name of the institution or organization, the name or names of persons connected with it, and announcement of persons, events or activities occurring at the institution. Such sign may also present a greeting or similar message.
Business Sign	A sign which directs attention to a business or profession conducted, or to products, services or entertainment sold or offered upon the premises where such sign is located, or to which it is affixed.
Identification Sign	A sign giving only the name and address of a structure, business, development or establishment. Such signs may be wholly or partly devoted to a readily recognized symbol.
<u>Church Identification Sign</u>	<u>A sign giving only the name and address of a church. Such signs may be wholly or partly devoted to a readily recognizable symbol.</u>
Memorial Sign	A sign, monument or statue serving to help people remember some person or event.
Name Plate Sign	A sign giving the name and/or address of the owner or occupant of a structure or premises on which it is located and, where applicable, a professional status.
Political Sign	Any sign relating to a candidate, political party, election or other issue.

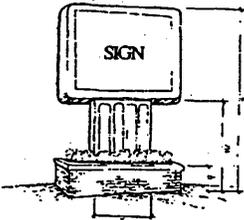
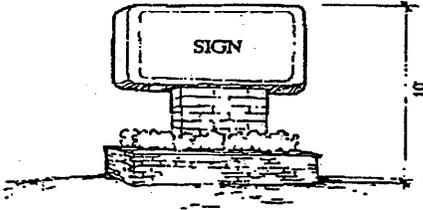
Functional Sign Type	Definition
Temporary Sign	A display sign as listed below that is limited in use by the duration of an event, including real estate, construction, <u>seasonal sale of produce</u> , and political campaign signs.
Temporary Real Estate Sign	A temporary sign pertaining to the sale or lease of a lot or tract of land on which the sign is located, or to the sale or lease of one or more structures, or a portion thereof on which the sign is located.
Temporary Construction Sign	A temporary sign indicating the names of the architects, engineers, landscape architects, contractors and similar artisans involved in the design and construction of a structure, complex or project only during the construction period and only on the premises on which the construction is taking place.

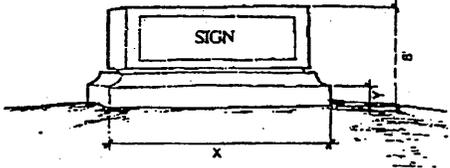
Article 10, 1006 Classification of Signs-Adds Structural Type Definitions and Illustrations-All Illustrations Are New

CLASSIFICATION OF SIGNS. Structural Types:

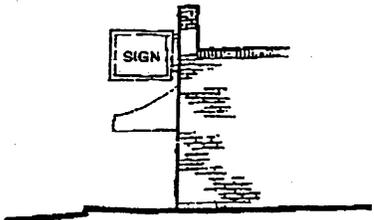
Structural Sign Type	Definition (Illustrations provided for representative purposes only)
Awning, Canopy or Marquee Sign	<p>A sign that is mounted on, painted on, or attached to, an awning, canopy or marquee. No such signs shall project above, below or beyond the awning, canopy or marquee. No such sign shall be illuminated and shall indicate only the name and/or address of the establishment.</p> 

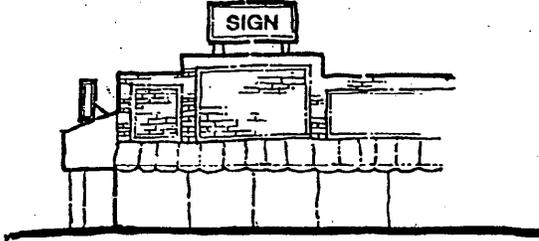
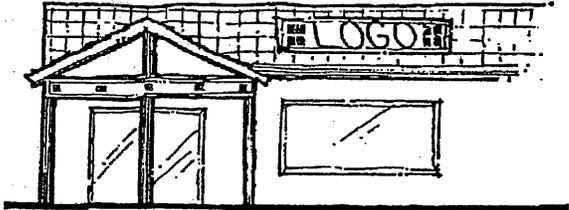
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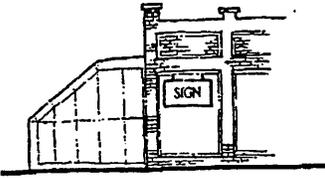
Structural Sign Type	Definition (Illustrations provided for representative purposes only)
Elevated Sign	 <p>Any sign placed upon, or supported by, the ground independent of the principal structure on the property where the bottom edge of the sign is ten feet or more above the ground level.</p> <ul style="list-style-type: none"> • X = 1/2 of the sign face. (Preferred) • Y=1/4 of width of base. • Z=30'
Ground Sign	<p>Any sign placed upon, or supported by, the ground independent of the principal structure on the property, where the bottom edge of the sign is less than six feet above the ground, and the base is no less than 50 percent of the width of the face of the sign, presenting a monolithic structure.</p>  <p>10' of maximum height</p>

<p>Monument Sign</p>	<p>Any sign whose base is greater in width than the face of the sign, and whose height is no greater than 6 feet.</p> 
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<p>Portable Display Sign</p>	<p>Any movable display structure, capable of relocation, under its own power, or towed by a motor vehicle. The display message of the sign may be painted or non-painted and capable of being readily altered. Portable display signs may be with or without electrical illumination and power, and with or without wheels.</p>
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<p>Projecting Sign</p>	<p>A sign that is wholly or partly dependent upon a structure for support and which projects more than 12 inches from such structure and shall have at lowest level, not less than seven feet above the grade of the ground directly below it.</p> 
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<p>Roof Sign - Elevated/Projecting</p>	<p>A sign totally supported on the roof of a structure, not including vertical roof signs. Elevated/projecting roof signs shall not project more than 12 inches beyond the face of the structure. In no case shall an elevated/projecting roof sign project more than 10 feet beyond the highest point of the roof (compare with "roof sign - vertical").</p>  <p>The diagram shows a cross-section of a building with a flat roof. A rectangular sign labeled 'SIGN' is mounted on top of the roof, extending slightly beyond the edge of the roof structure.</p>
<p>Roof Sign - Vertical</p>	<p>A sign totally supported on a vertical face of the roof of a structure such as a mansard or parapet and which is mounted parallel to such vertical surface. Vertical roof signs shall not project more than twelve (12) inches beyond the face of the structure nor the vertical surface of the roof. In no case shall a vertical roof sign project above the highest point of the roof (compare with "roof sign - elevated/projecting").</p>  <p>The diagram shows a building with a mansard-style roof. A sign labeled 'LOGO' is mounted vertically on the parapet wall of the roof, parallel to the vertical surface of the roof.</p>

<p>Window Sign</p>	<p>Any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.</p> 
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Article 10, 1008.1: Exemptions From Sign Requirements-Corrects a Typo and Specifies That Exempted Signs Must Meet Setback requirements

1008 EXEMPTIONS.

1. Total Exemptions: The following signs shall be exempt from the requirements of this article, except for the provisions of Sections 1005.1 through ~~1005.58~~ 1007. 9 above and except that such signs shall comply with appropriate setback requirements as specified in this ordinance. Such signs shall not be illuminated, but may be of the beaded reflector type upon approval thereof by the Director of Building and Zoning. Such signs shall be of the types and contain only such displays as follows:

Article 10, 1010.4: Seasonal Sales of Produce Signs-References Article 6, 39 B (4)

4. Seasonal sales of produce signs: As required in Article 6, Section 639 B (4)

Article 10, 1013: District Regulations-Adds Church Identification Signs

1. District Sign Regulations Table: The District Sign Regulation Table of this section provides a tabular summary of the sign types allowed within each base-zoning district.
 - A. Permitted Signs: Signs identified in a zoning district column of the district regulations table below with a "P" are permitted and shall be permitted in such zoning district, subject to such standards as may be indicated in the "standards" row and all other requirements of this Zoning Ordinance.

- B. **Not Permitted:** Sign types not identified in a zoning district column of the District Sign Regulation Table as permitted are not allowed in such zoning district unless otherwise expressly permitted by other regulations of this Zoning Ordinance.

	ZONING DISTRICTS					
	A	R-1	R-2	C	M-1	M-2
STANDARDS	1014.1	1014.2	1014.2	1014.3	1014.4	1014.4
FUNCTIONAL SIGN TYPES						
Advertising Sign (Billboard)				P		
Bulletin Board	P	P	P	P	P	P
Business Sign	P	P	P	P	P	P
Identification Sign	P	P	P	P	P	P
<u>Church Identification Sign</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Name Plate Sign	P	P	P	P	P	P
Temporary Sign	P	P	P	P	P	P
STRUCTURAL SIGN TYPES						
Awning, Canopy or Marquee Sign				P	P	P
Elevated Sign	P			P	P	P
Ground Sign		P	P	P	P	P
Monument Sign	P	P	P	P	P	P
Portable Display Sign						
Projecting Sign				P	P	P
Roof Sign						P
Wall Sign				P	P	P
Window Sign	P	P	P	P	P	P

Article 10, 1014.1 A and D: Adds Church Identification Sign-Adjusts Setback for Church Identification Signs and Subdivision Identification Signs

1014 SIGN STANDARDS.

1. "A" Agriculture District:

- A. Number of Signs Permitted: There shall not be more than one sign per lot, except that on a corner lot two signs, one facing each street shall be permitted.
- B. Maximum Gross Surface Area:

Sign Type	Maximum Gross Surface Area
Bulletin Board	50 sq. ft.
Business Sign	32 sq. ft.
Identification Sign	4 sq. ft.
<u>Church Identification Sign</u>	<u>32sq. ft.</u>
Name Plate Sign	4 sq. ft.
Temporary Sign	As regulated by Temporary Signs in sub-section 1010 of this article.

- C. Maximum Height: 35 feet, except when an elevated sign is located within 3,000 feet of the center of a federal aid interstate highway interchange in which case said elevated sign shall not exceed 70 feet.
- D. Required Setback: No sign shall be placed closer to the front property line than one-half the distance of the front yard except that church and subdivision identification signs may be 2 feet from any property line but may not encroach into or be located within a required sight triangle or as yard requirements stipulated in Section 702.
- E. Projection: No sign shall project beyond the property line into a public way.

Article 10, 1014. 2, B and D: Adds Church Identification Sign, Specifies Setbacks and Adjusts Setbacks for Subdivision Identification Signs

2. "R-1" Single Family Residential and "R-2" Higher Density Residential Districts:

A. Number of Signs Permitted: There shall not be more than one sign per lot, except that on a corner lot two signs, one facing each street shall be permitted.

B. Maximum Gross Surface Area:

Sign Type	Maximum Gross Surface Area
Bulletin Board	50 sq. ft.
Business Sign	32 sq. ft.
Identification Sign	32 sq. ft.
<u>Church Identification Sign</u>	<u>32 sq. ft.</u>
Name Plate Sign	4 sq. ft.
Temporary Sign	As regulated by Temporary Signs in subsection 1010 of this article.

C. Maximum Height: One story or 15 feet above curb level, whichever is lower.

D. Required Setback: 10 feet from all property lines, except real estate signs with a minimum setback of 8 feet from all property lines except that church and subdivision identification signs may be 2 feet from the property line but shall not encroach into or be located within a required sight triangle.

E. Projection: No sign shall project beyond the property line into the public way,

F. Illumination: Illuminated signs shall be permitted.

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Kenneth Weaver for S & M Investment Company operating as Mickey Body Company in case 02-22-S. They were previously approved in cases 98-37-S and 99-17-S to operate a repair facility for large trucks and then were expanded to allow a truck painting facility. This application is to allow for storage of additional truck-tractors, trailers, van bodies or straight trucks (units) on site and to allow occasional sale of such units on site. This property is part of Section 28, Township 23N, Range 2E of the 3rd Principal Meridian and is located in Bloomington Township at 14661 Old Colonial Road, Bloomington, Illinois.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 4, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 3.87 acre property is currently used as a large truck repair facility that includes paint and body work. The property has 450 feet of frontage on the south side of Old Colonial Road and 400 feet on the east side of U.S. Route 51. Old Colonial Road is an asphalt road 28 feet in width. Route 51 is an asphalt road 100 feet in width. The property is relatively flat and drains to the west.

SURROUNDING ZONING AND LAND USES - The property is in the M-1 Restricted Manufacturing District. The land to the north and east is in the A-Agriculture District. The land to the south is in the C-Commercial District. The land to the west is in the C-Commercial and the A-Agriculture Districts. The land to the north is in crop production. A mobile home park occupies the land to the east. A business and a mobile home park occupy the land to the south. The land to the west is used for crop production and a business.

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

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant requests to have 45 spaces available for the storage and or occasional sale of truck bodies. Currently they are allowed 12 spaces for storage of their truck body units. The applicant claims there are no plans to sell new equipment from the subject property. All new equipment is sold through their main manufacturing plant in North Carolina. The additional storage spaces for truck units on the property will not have an adverse effect on the public.
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.** This standard is met. The north

property line is adjacent to Old Colonial Road. The west property line is adjacent to U.S. Route 51. The mobile home park to the south and east is buffered by an existing landscaping screen and transition belt 30 feet in width.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The property is buffered to the north and west by road right-of-way and to the south and east by a 30 foot landscaped buffer.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed use will be served by a private well and private septic system. The County Health Department has approved the septic system. The property has 450 feet of frontage on the south side of Old Colonial Road with two accesses and 400 feet of frontage on the east side of U.S. Route 51 with no access.
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.** This standard is met. The two existing entrances to Old Colonial Road to the north are adequate.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the M-1 Restricted Manufacturing District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the M-1 Restricted Manufacturing 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 according to the information and testimony provided.

Therefore this Board recommends that a special use be approved on the property described above to allow for the storage of up to 45 truck-tractors, trailers, van bodies or straight trucks (units) on site and to allow occasional sale of units on site.

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

Respectfully submitted this 4th day of June 2002, McLean County Zoning Board of Appeals


Chair

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

**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 Carver Concrete Construction, Inc., in case 02-23-Z. They are requesting a map amendment to change the zoning classification of a property from A-Agriculture District to a classification of C-Commercial District on property which is part of Sections 34 & 35, Township 24N Range 1E of the 3rd P.M. and is located in Dry Grove Township immediately east of Road 1000E and 750 feet north of Illinois Route 9.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on June 4, 2002. The hearing took place in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and the Zoning Board of Appeals hereby reports the findings of fact and the recommendation as follows:

PHYSICAL LAYOUT - The 7.1 acre property is currently used for crop production. The topography of the property is relatively flat and drains to the north. The property has 207 feet of frontage on the east side of Road 1000E, an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USES -The property to the east and south is in the Commercial District. The property to the west is in the A-Agriculture District. The property to the north is in the A-Agriculture and M-1 Restricted Manufacturing Districts. Commercial uses are located to the east and south. The land to the west is used for crop production and a single family dwelling. The land to the north is used for crop production and a light industrial use.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 119.37 out of 125 points. The site assessment score was 69 out of 175 points. The total LESA score was 188.37 out of 300 points. A score below 225 points means the property is of low value for protection of agricultural land.

BACKGROUND: The applicant originally requested that six acres of the property be rezoned to the M-1 Restricted Manufacturing District. After discussion with staff and neighboring property owners objecting to M-1 zoning on the property, the request was changed to rezoning the whole seven acre property to the Commercial District. This resolved many of the concerns of staff and neighboring property owners.

Staff from the County Highway Department indicated that Road 1000E is posted with weight limits during part of the year; this would make it difficult to access the property for typical uses in the C-Commercial District. This issue would be resolved if the applicant would obtain a road maintenance agreement with the township road commissioner. The applicant indicated that they would obtain such an agreement before June 18, 2002 when the County Board meets to decide on this proposed map amendment.

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 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.** This standard is met. The trend of development in the area is toward commercial and manufacturing uses. Don Owen Commercial Subdivision is located to the south and east. The property to the north is in the M-1 Restricted Manufacturing District and the property to the west is in the A-Agriculture Zoning District. The Comprehensive Plan shows the property designated for agricultural use. The McLean County Regional Planning Commission completed a consistency review of this proposal, with County staff input, that found it does not provide minimal features without a road maintenance agreement with the township; with such an agreement the proposal would meet minimal features for consistency with the Comprehensive Plan.
2. **The proposed zoning classifications are 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 classifications.** This standard is met. The location of this property adjacent to a commercial subdivision on the east and south and the Manufacturing District to the north make it appropriate for commercial 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 classifications.** This standard is met if a road agreement is obtained. The property has 207 feet of frontage on Road 1000E and appears that safe sight distance can be acquired at this location. However, since Road 1000E has weight restrictions for several months of the year, a road maintenance agreement with the township road commissioner should be provided before the County Board approves the map amendment.
4. **Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classifications.** This standard is met if a road maintenance agreement with the township road commissioner is obtained for Road 1000E from the property to Illinois Route 9. This property is adjacent to Road 1000E approximately $\frac{1}{4}$ mile south of Illinois Route 9.
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 C-Commercial District and the M-1 Restricted Manufacturing District will not have a substantial detrimental effect on the drainage patterns in the area. This standard is met if additional storm water retention is provided when lots are developed as agreed by the applicant.

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-Restricted Manufacturing District and the C-Commercial District. This standard is met. The Danvers Township Fire District will provide fire protection for the subject property. Public water is available at this site. Sewage disposal will be provided by private septic systems approved by the County Health Department.**
7. **The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.**

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested meets 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 in the public interest. Therefore, the Zoning Board of Appeals hereby recommends approval of the request to change the zoning district classification of the property described above from A-Agriculture District to a classification of C-Commercial District.

However, the Zoning Board of Appeals requests the Chair of the Land Use Committee to hold this recommendation until a road maintenance agreement for Road 1000E is obtained from the Dry Grove Township Road Commissioner.

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

Respectfully submitted this 4th day of June 2002, McLean County Zoning Board of Appeals


Chair

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

ORDINANCE AMENDING THE ZONING DISTRICT MAP
OF THE McLEAN COUNTY ZONING ORDINANCE

WHEREAS, an application has been made for an amendment to the McLean County Zoning District Map requesting that the zoning district classification be changed from its present classification of A-Agriculture District to a classification of C-Commercial District on 7.1 acres of land which is part of Sections 34 & 35, Township 24N Range 1E of the 3rd P.M. and is located in Dry Grove Township immediately east of Road 1000E and 750 feet north of Illinois Route 9; and

WHEREAS, the McLean County Zoning Board of Appeals has held a public hearing on said application under Case No. 02-23-Z according to law; and

WHEREAS, the McLean County Board has found that the proposed amendment meets all the standards set forth in Article 2 Section 207 (Standards for Map Amendments) of the McLean County Zoning Ordinance; and

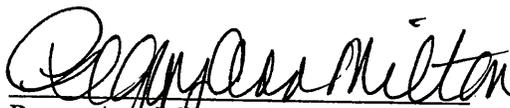
WHEREAS, the proposed amendment is in the public interest and is consistent with the purpose and intent of the McLean County Zoning Ordinance; now, therefore,

BE IT ORDAINED that the McLean County Zoning District Map be and hereby is amended to change the zoning classification of the aforescribed real estate from a classification of A-Agriculture District to a classification of C-Commercial District.

Adopted by the County Board of McLean County, Illinois this 18th day of June 2002.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael Sweeney, Chairman
McLean County Board

ORDINANCE OF APPROVAL
OF FINAL PLAT
Riddle Subdivision, File S-02-07

WHEREAS, Coryla L. Riddle has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for the Riddle Subdivision, file number S-02-07, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Coryla L. Riddle has subdivided this property into one lot in order to set aside a farmhouse on 4.15 acres from a farm ; and

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

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

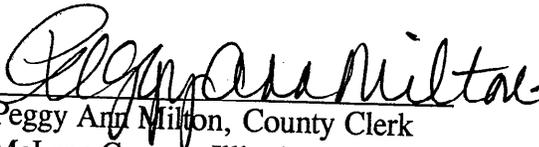
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

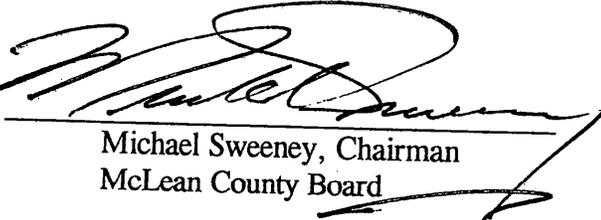
BE IT ORDAINED that the said waiver and final plat for the aforesaid Riddle Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 18th day of June, 2002

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-02-07

1. REFERENCE

- a. Meeting date: June 6, 2002
- b. Subdividers' name: Coryla L. Riddle

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: Immediately south of Road 2250N approximately 5/8 of a mile west of Road 2800E
- b. Township: Lexington Township
- c. Parcel Number: (20) 09-22-400-003
- d. Existing zoning: A-Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a one lot final subdivision plat for the Riddle Subdivision
- f. Existing land use: Single family residence
- g. Surrounding land use: The surrounding land is all used for crop production

3. DIMENSIONS:

- a. Size of Parcel: 4.15 acres
- b. Road Frontage: 221 feet on the south side of Road 2250N

The applicant is requesting a waiver of the Preliminary Plan requirement and the staff is recommending that the request be approved. A single family residence is located on the property

The County Highway Department has signed off on the proposed waiver and subdivision. The Lexington Township Road Commissioner has signed the necessary plat access certificate. The County Health Department has signed off on the existing septic system on the property.

Respectfully submitted,


Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT
Kickapoo Vista Subdivision, File S-02-08

WHEREAS, Stuart D. Kenney and Diana G. Estudillo have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the Kickapoo Vista Subdivision, file number S-02-08, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Stuart D. Kenney and Diana G. Estudillo have subdivided this property into two lots in order to allow the applicants to put an additional residence on the property as approved by the County Board in special use case 02-02-S; and

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

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

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

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

Adopted by the County Board of McLean County, Illinois this 18th day of June, 2002

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-02-08

1. REFERENCE

- a. Meeting date: June 6, 2002
- b. Subdividers' names: Stuart D. Kenney & Diana G. Estudillo

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: Immediately northeast of the intersection of Roads 1625E and 450N
- b. Township: Randolph Township
- c. Parcel Number: (25) 28-23-100-011, 016, and 017
- d. Existing zoning: A-Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a two lot final subdivision plat for the Kickapoo Vista Subdivision
- f. Existing land use: Single family residence
- g. Surrounding land use:
 - 1). North: Single family Residence
 - 2). East: Crop production
 - 3). South: Crop production
 - 4). West: Single family Residence

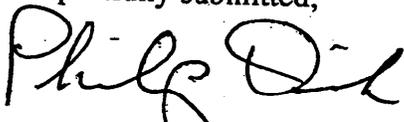
3. DIMENSIONS:

- a. Size of Parcels: Lot 1 contains a dwelling and a detached garage and is 2.5 acres in area. Lot 2 is vacant and contains 3.77 acres. Lot 2 was approved by special use for a single family residence in case 02-02-S on February 19, 2002 by the County Board.

The applicant is requesting a waiver of the Preliminary Plan requirement and the staff is recommending that the request be approved.

The County Highway Department has signed off on the proposed waiver and subdivision. The Randolph Township Road Commissioner has signed the necessary entrance permit for the new lot. The County Health Department has signed off on the septic system for the existing dwelling.

Respectfully submitted,


Philip Dick, AICP, Director

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2002
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

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

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

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

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

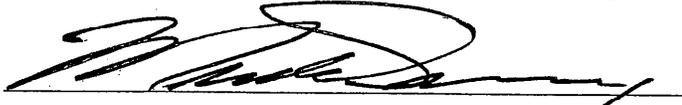
DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT	

Property Committee						
FUND 0001 DEPARTMENT 0041 FACILITIES MANAGEMENT PGM 0115 GOVERNMENT CENTER						
0503 0001	FULL-TIME EMPLOYEES SAL.	85,085.00		0767 0001	PROPERTY TAXES	85,085.00-

		85,085.00				85,085.00-
		=====				=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 18TH DAY OF JUNE , 2002



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

 COUNTY CLERK, MCLEAN COUNTY

INMATE PAY TELEPHONE AGREEMENT

This Inmate Pay Telephone Agreement (the "Agreement") is made as of the _____ day of _____ 2001, by and between McLean County Sheriff's Office ("Customer") located at 104 West Front Street, Bloomington, Illinois 61701 and Evercom Systems, Inc. ("Evercom") located at 8201 Tristar Drive, Irving, Texas 75063.

1. **Utilization of Facility.** The Customer, for and in consideration of the payment of the Commission (as hereinafter defined) and the services to be provided by Evercom, grants Evercom the exclusive right and license to install and maintain an Inmate Telecommunications System governing all inmate calls, including local and long distance traffic for collect calling and potentially debit calling, and inter-related hardware and software, (collectively "Evercom Equipment") within all pre-existing and future jail and/or detention facilities (collectively the "Facility"), and hereby releases the Facility for that purpose, upon the terms and conditions set forth in this Agreement. The Customer covenants and agrees to make the Facility available to Evercom for complete installation and operation of the Equipment.
2. **Compensation.** In consideration of the right to install and operate the Equipment within the Facility, Evercom agrees to pay the Customer Fifty percent (50%) of the Gross revenue from use of the Equipment through all collect calls, (does not include debit), billed by inmates within the Facility (the "Commission"). "Gross Revenue" shall mean the gross billable (actual local and long distance call billed via a local exchange carrier) revenue. The Commission shall be paid to the Customer on a monthly basis, as set forth in Section 3 below. The Customer herein agrees that any current or future use of prepaid calling services (Debit) will be covered by a separate Letter Of Agreement.
3. **Payment and Accounting.** Evercom agrees to pay the Customer the Commission on a monthly basis. The commissions shall be paid no later than sixty days following the month in which revenues were generated from the Equipment during the term of this Agreement. All commission payments shall be final and binding upon the Customer unless written objection thereto is received by Evercom within sixty days of mailing of the Commission payment to Customer by Evercom. *If the Customer wishes the Commission to be remitted to an address that is different than the address on the first page of this contract, please advise in writing.*
4. **Maintenance and Repair.** During the term of this Agreement, Evercom will repair and maintain the Equipment in good operating condition, including without limitation, furnishing all parts and labor, at its sole cost and expense, all such maintenance shall be conducted in a timely manner, (usually within 24 hours). The Customer shall permit employees or contractors of Evercom reasonable access to the Facility in order to service, repair and maintain the Equipment. The Customer shall notify Evercom of any misuse, destruction, damage or vandalism to the Equipment, as soon as practicable after ascertaining the same. Evercom, by providing equipment or service from third party vendors makes no representation or warranty with respect to such service or equipment and, unless expressly stated herein, makes no commitment to maintain or service such equipment hereafter, all such arrangements should be made by Customer and third party vendor.
5. **Liability Insurance.** Evercom agrees to maintain comprehensive general liability insurance coverage having limits of not less than \$1,000,000.00 in the aggregate. The Customer agrees to provide Evercom with reasonable and timely notice of any claim, demand or cause of action made or brought against the Customer arising out of, or related to, the utilization of the Equipment. Evercom shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The Customer agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the Equipment without the prior written consent of Evercom. In no event shall the Customer be liable for any damage or destruction to any item of the Equipment.
6. **Term of Agreement.** The obligations of the parties under this Agreement are effective as of the date hereof, but the term of this Agreement shall commence upon the date of execution (the "Commencement Date"). This Agreement shall remain in force and effective for three (3) years from the Commencement Date hereafter known as the **initial term**. Unless canceled by written notice delivered to either party at least ninety (90) days prior to the termination of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew at the end of the initial term upon the same terms and conditions as set forth herein. Upon cancellation by the Customer after the initial term or any extended term, Evercom has the right to match the financial and service conditions of any competitive proposal under consideration, and upon notification of Evercom's promise to match the proposal, may retain the business for an additional term. If, because of strikes, riots, wars or for any other reason, business operations at the Facility shall be interrupted for periods of time other than as is customary, for operations conducted at the Facility, the expiration of the

term of this Agreement shall be extended for a period of time equal to the period of such extraordinary interruption or stoppage of business operations.

7. Event of Default, Termination of Agreement. In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of default setting forth with specificity the nature of the event of default. In the event the defaulting party fails to cure such event of default within thirty days from receipt of the notice of default, the non-defaulting party shall have the right to terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity. If the performance of this Agreement or any obligation hereunder, is interfered with by reason of any circumstances beyond the reasonable control of the parties, including without limitation, fire, explosion, riots, civil unrest, power failures, injunctions, or acts of God, then the party affected shall be excused from such performance on a day-to-day basis to the extent of such interference, provided the party so affected shall use reasonable efforts to remove such causes of non-performance. In the event any governmental tariff or regulation prevents Evercom from providing services, or such tariffs or regulations make continuation of this agreement impractical for economic reasons or otherwise, then Evercom, at its sole discretion, may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the Customer agrees to allow Evercom access to the facility in order to remove the Equipment. Evercom agrees to remove the Equipment within thirty days after termination of this Agreement.

8. Authority. Each party to this Agreement warrants and represents that they have the unrestricted right and requisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the Equipment.

9. Notices. Any notice or demand under the terms of this Agreement or under any statute made by either party shall be in writing and shall be given or made by mail, postage prepaid, addressed to the respective party as listed on signature page of this agreement.

10. Miscellaneous.

A. This Agreement shall be construed under and is enforceable under the laws of the state where Evercom services are performed.

B. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement.

C. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected.

D. This Agreement shall be binding upon and inure to the benefit of Evercom and the Customer, and their respective successors and assigns.

E. This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement constitutes the entire Agreement of the parties. The rights and obligations of the parties shall be determined solely from the terms of this Agreement and any prior or contemporaneous oral agreements are superseded by and merged into this Agreement.

F. This Agreement cannot be varied or modified orally and can only be varied or modified by a written instrument signed by all parties.

G. Evercom, at its sole cost and expense shall secure the state, county or federal governmental authority licenses required for the provision of services contemplated in this Agreement.

H. During the term of this agreement, the Equipment installed in the facility pursuant to this Agreement shall remain the sole and exclusive property of Evercom.

I. If Evercom is the first party to execute this Agreement, then the Customer shall have until 5:00 p.m. (Central Time) 90 days from the date set forth under Evercom's signature below, to execute and deliver this Agreement to Evercom. If the Customer has not executed and delivered this Agreement to Evercom within the 90 day period, then the offer made by Evercom to enter into this Agreement shall terminate and be null and void after such time. Evercom may also terminate the offer made by this Agreement prior to the end of the 90 day period by written notice to the Customer, unless the Customer has previously signed and delivered this Agreement to Evercom.

4/19

EXECUTED as of the date and year signed below:

Evercom Systems, Inc.

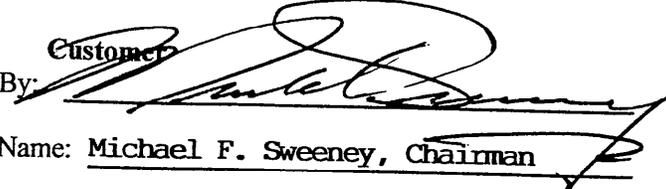
By: _____

Name: John J. Viola

Title: Vice President & General Manager, Correctional Systems

Date: _____

~~Customer~~

By: 

Name: Michael F. Sweeney, Chairman

Title: McLean County Board

Date: June 18, 2002

RENTAL AGREEMENT

634415

LESSEE	DEPT - PARKS + REC	DATE	RENTAL TERM	BEGINS ON	ENDS ON
Address	13001 RECREATION DR	BRANCH/REGION	ACCOUNT NO.		
City, State & Zip Code	HUDSON IL 61748	LESSOR NAME AND ADDRESS			
Telephone Number		Cross Implement Inc.			
Contact		Minier, IL			
		(309) 392-2150			

Rental Rate	Tax	Service Charge	TOTAL RENTAL RATE	Per	Hour	Day	Week	Month
\$	\$	\$	\$					

Minimum RENTAL PERIOD Guaranteed by Lessee	Minimum RENTAL AMOUNT Guaranteed by Lessee	
	\$	

EQUIPMENT WILL BE USED AT: (County) _____ (City) _____ (State) _____

Lessee will not remove the Equipment from this location without written permission from Lessor.

Document Reference No.	Qty.	Model	Size & Description of Equipment (Give Product Identification/Serial No.)	Hour Meter Reading	Present Value
	1	5420	TRACTOR - MFWD POWER REU 250 HRS - *15HR OVER 250		3500 00
	1	541 SL	LOADER - 73 BUCKET		
All new with full manufacturer's warranty/customer responsible for damage/insurance					
			*TRADE IN JD 401 & LOADER	ALLOWANCE	4700 00
			CREDIT		1200 00
					TOTAL VALUE PRESENT

RENTAL AGREEMENT

The above-named Lessor hereby leases to the above-named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at his address shown above. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof.

It is contemplated that the Equipment will be operated for not more than _____ hours in any one day; _____ hours in any one week; _____ hours in any one month, and Lessee agrees that he will pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours of operation. If Lessee fails to return the Equipment promptly at the end of the term, additional rental shall be payable for each day prorated at one and one-half times the normal rental.

Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession, and the amount of any such loss or damage shall be based on the value shown above. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at his expense, any and all repairs. The Equipment shall be returned to Lessor in as good condition as received, reasonable wear and tear excepted. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates.

Lessee assumes all risk and liability for and shall hold Lessor and its assigns harmless from all damages for injuries or death to persons and property arising out of the use, possession or transportation of the Equipment. Lessee, at his own expense will carry public liability insurance with minimum liability limits in the amount of \$100,000 per person and \$300,000 per occurrence for bodily injury, including death, and in the minimum amount of \$50,000 per occurrence for property damage. Neither Lessor, its assigns, the wholesale distributor, nor the Manufacturer shall be liable for any incidental or consequential damages which may result from any failure or use of the Equipment.

Upon expiration of the term of this Rental Agreement or at any time during such term, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above, and may apply to such purchase price _____ % of all rentals theretofore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to by the parties.

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF WHICH ARE HEREBY MADE A PART HEREOF.

LESSEE (Customer)

LESSOR (Dealer)
 BY

RENTAL AGREEMENT

1. Addition of Accessories: Lessee will not, without consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices fixed to the Equipment shall automatically become the property of Lessor unless such accessory or device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.
2. Compliance with Regulations: Lessee shall comply with, and conform to all laws and regulations relating to ownership, possession, use and maintenance of the Equipment.
3. Inspection: Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Lessor may remove the Equipment without notice to Lessee if, in the opinion of the Lessor, it is being used beyond its capacity or in any other manner improperly cared for or abused.
4. Assignment: Lessee agrees that Lessor may assign this Rental Agreement and all right, title and interest of the Lessor in and to the Equipment, and all rents due or to become due to Lessor hereunder (of which assignment Lessee hereby waives notice) and Lessee agrees to recognize such assignment. Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any diminution arising out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement, sub-lease the Equipment, or allow its use by persons not in his employ.
5. Default: If Lessee shall fail to make rental payment when due, shall attempt to sell or encumber the Equipment, shall cease operating, shall institute or have instituted against him proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of creditors, or shall fail to comply with any other provisions of this Rental Agreement, or if any attachment, execution, writ or process is levied against the Equipment or any of Lessee's property, or if for any reason Lessor deems itself insecure or the Equipment unsafe, Lessee agrees to deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor. In the event of any such action, Lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the Equipment, legal expenses, costs of removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business.
6. Construction: This is an agreement for rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment leased hereunder except as a Lessee.
7. Guaranteed Rental - Return of Equipment: Provided the guaranteed rental shown on the reverse side is or has been paid, Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor.
8. General: Time is of the essence of this Rental Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof.

ASSIGNMENT

TO: JOHN DEERE

For value received I hereby assign, sell and transfer all my right, title and interest under the above Rental Agreement to you, your successors and assigns, subject to all the terms of the applicable John Deere Rental Sales Program which are hereby incorporated in and made a part of hereof, I agree to collect rentals coming due under the Rental Agreement and account for the pay over the same as provided in such Used Equipment Rental Program.

"John Deere" means the John Deere Company or John Deere Construction Equipment Company with whom the leasing dealer has executed an Authorized Dealer Agreement.

DATE _____

DEALER _____

SIGNED BY _____



DEPARTMENT OF PARKS & RECREATION
 (309) 726-2022 Fax (309) 726-2025
 Comlara Park Rural Route 1 Hudson, Illinois 61748

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation *WRW*

DATE: 05/30/02

RE: Loader Lease

The Department of Parks and Recreation recently solicited lease proposals from tractor dealers for a 1 year lease, minimum 250 hours, a 65 PTO HP mechanical front wheel drive tractor with a minimum 2500 lbs. lift capacity loader. This proposal included a trade-in option on the 1972 end loader. The following proposals were received.

	Lease Cost	Trade-in Value	2002 Cost
Cross Implement Inc.	\$3500.00	\$4700.00	(\$1200.00)
Arends Implement	7429.50	\$2500.00	\$4929.00
Martin Implement, Inc	No Proposal		
Birkey's Farm Store	No Proposal		
Central Illinois Agriculture	No Proposal		
Kuhns Equipment	No Proposal		

All tractors included in proposals met specifications.

I recommend the approval of the lease agreement with Cross Implement for a \$3,500 1 year lease and trade-in value on 1972 end loader of \$4,700.00 .

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF DAN STEADMAN, D.D.S.
AS A MEMBER OF THE
MCLEAN COUNTY BOARD OF HEALTH

WHEREAS, due to the expiration of term on June 30, 2002 of Dan Steadman, D.D.S., as a member of the McLean County Board of Health, it is advisable to consider a reappointment to this position; and,

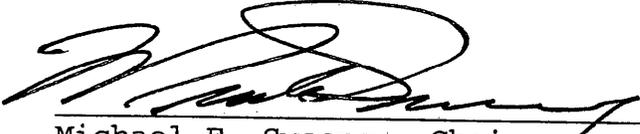
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Public Act 86-962 and Illinois Compiled Statutes, Chapter 55, Sec. 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, 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 Dan Steadman D.D.S. as a member of the McLean County Board of Health for a term of three years to expire on June 30, 2005 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Dan Steadman, D.D.S. and the McLean County Health Department.

Adopted by the County Board of McLean County, Illinois, this 18th day of June, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR 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, 2002 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, 2003 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to P. A. "Sue" Berglund and the McLean County Health Department.

Adopted by the County Board of McLean County, Illinois, this 18th day of June, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF ALAN LaROCHELLE
AS A COMMISSIONER OF THE
BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT

WHEREAS, due to the expiration of term of Alan LaRochelle as a Trustee of the Bloomington Township Public Water District, it is advisable to consider an appointment or reappointment to this position; and,

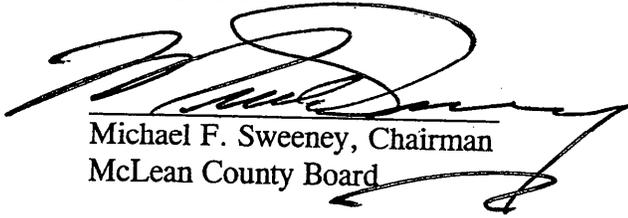
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 5/3.1, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Alan LaRochelle as a Trustee of the Bloomington Township Public Water District for a term of five years scheduled to expire on the 1st Monday in May, 2007, 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 Mr. Alan LaRochelle and Mr. Dan Deneen, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of June, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois
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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF EILEEN R. FOWLES, Ph.D.
AS A MEMBER OF THE
MCLEAN COUNTY BOARD OF HEALTH

WHEREAS, due to the expiration of term on June 30, 2002 of Kathleen Hogan, Ed.D., RN, a member of the McLean County Board of Health, it is advisable to consider an appointment to this position; and,

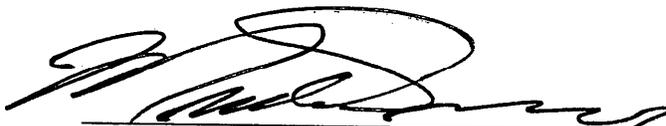
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Public Act 86-962 and Illinois Compiled Statutes, Chapter 55, Sec. 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, 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 appointment of Eileen R. Fowles, Ph.D. a member of the McLean County Board of Health for a term of three years to expire on June 30, 2005 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Eileen R. Fowles, Ph.D., and the McLean County Health Department.

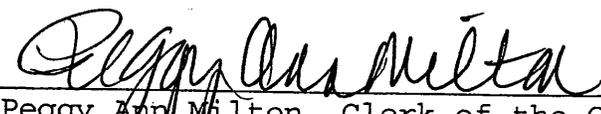
Adopted by the County Board of McLean County, Illinois, this 15th day of June, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF EILEEN R. FOWLES, Ph.D.
AS A MEMBER OF THE
T. B. CARE AND TREATMENT BOARD

WHEREAS, due to the expiration of term on June 30, 2002 of Kathleen Hogan, Ed.D., R.N., a member of the T. B. Care and Treatment Board, it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 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 appointment of Eileen R. Fowles, Ph.D., a member of the T. B. Care and Treatment Board for a term of three years to expire on June 30, 2002 or until a successor shall have been qualified and appointed.

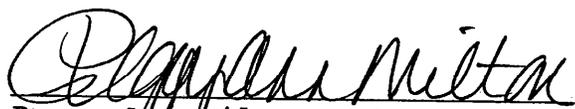
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Eileen R. Fowles, Ph.D., and the McLean County Health Department.

Adopted by the County Board of McLean County, Illinois, this 18th day of June, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF MCLEAN

A RESOLUTION FOR APPOINTMENT OF EILEEN R. FOWLES, Ph.D.
AS A MEMBER OF THE
MCLEAN COUNTY BOARD FOR CARE AND TREATMENT
OF PERSONS WITH DEVELOPMENTAL DISABILITIES

WHEREAS, due to the expiration of term on June 30, 2002 of Kathleen Hogan, Ed.D., R.N., as a member of the McLean County Board for Care and Treatment of Persons with Developmental Disabilities, it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 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 appointment of Eileen R. Fowles, Ph.D., as a member of the McLean County Board for Care and Treatment of Persons with Developmental Disabilities for a term of three years to expire on June 30, 2005 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Eileen R. Fowles, Ph.D., and the McLean County Health Department.

Adopted by the County Board of McLean County, Illinois, this 18th day of June, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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

**APPROVAL OF RESOLUTIONS OF CONGRATULATIONS AND COMMENDATIONS:
Member Bass presented the following:**

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Chiddix Junior High School Eighth Grade girls' track team during the 2002 track season; and,

WHEREAS, the Chiddix Junior High School Eighth Grade girls' track team finished the 2002 season with an overall season record of 10 first place wins and 3 second place wins; and,

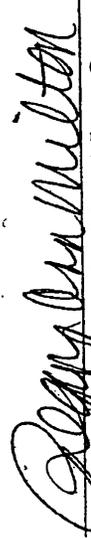
WHEREAS, the Chiddix Junior High School Eighth Grade girls' track team won the 2002 State track championship, making it their second consecutive State track championship; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Track Coach Shawn Anderson; Assistant Coaches Bryan Thomas; Mary Ellen Schupbach; Cory Bennett; and, Andy Nelson; and Team Members; Renna Berry; Katie Nelson; Taylor Troemel; Haley Whittington; Jenna Morgan; Emily Cummins; Emily Lyden; Tashana Turner; Andrea Davis; Lauren Montague; and, Hannah Vinson; now, therefore,

BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Chiddix Junior High School Eighth Grade girls' track team are to be congratulated on winning the State Eighth Grade 2002 track championship, making this win their second consecutive track championship, and on an outstanding season.

APPROVED by the McLean County Board this 18th day of June, 2002.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

Member Bass recognized the Chiddix Junior High School Eighth Grade Girls' Track Team. He stated the team has won two consecutive State Championships in track. Chairman Sweeney presented the Resolution of Congratulations to Coach Shawn Anderson. Coach Anderson thanked the parents and assistant coaches and then introduced the team.

EXECUTIVE COMMITTEE:
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 performance bonus payment of \$2,000.00 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 \$8,500.00 to \$11,000.00; 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 18, 2007.

(2) That the County Board authorizes and approves a performance bonus payment of \$2,000.00 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 \$8,500.00 to \$11,000.00.

(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.

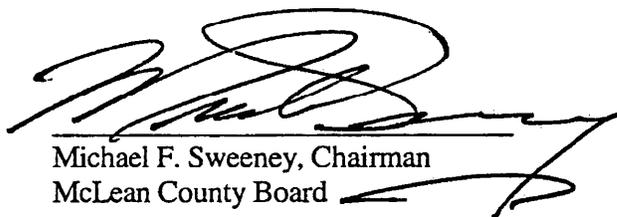
ADOPTED by the McLean County Board this 18th day of June, 2002.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

Members Sommer/Gordon moved the County Board approve a Request for Approval of 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 noted there is additional information located on pages 60-70.

Chairman Sweeney stated Mr. Zeunik does a great job and so does his staff.

(2)

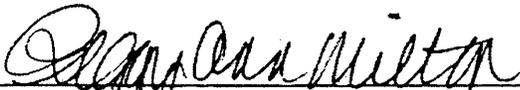
	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0001-0038-0040-0706.0001 Contract Services	\$ 1,500.00	\$ 54,000.00	\$ 55,500.00

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

ADOPTED by the McLean County Board this 18th day of June, 2002.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

Members Gordon/Nuckolls moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Building and Zoning Department 0038. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the General Report is located on pages 73-76 and noted the second public hearing on the item that was referred back to the Zoning Board of Appeals is scheduled to be held on July 2, 2002, at 7:40 p.m.

FINANCE COMMITTEE:

Member Sorensen presented the following:

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, 2002, 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.

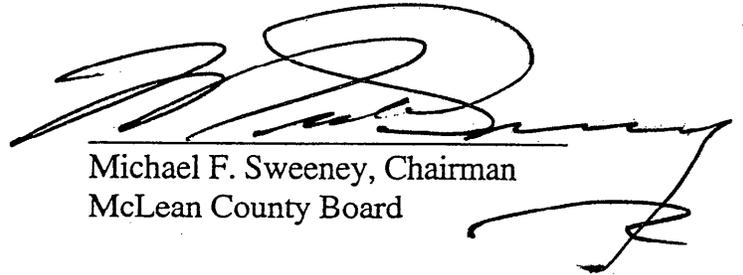
16.03 The County Clerk shall publicly post or keep available for inspection by any interested party in the County Clerk's Office of this County (Room 704, Law and Justice Center) this determination of such prevailing rate of wage. A copy of this determination or of the current revised determination of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

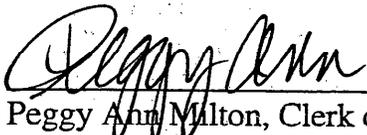
ADOPTED by the County Board of McLean County, Illinois, this 18th day of June, 2002.

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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Mclean County Prevailing Wage for June 2002

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		22.730	23.480	1.5	1.5	2.0	3.150	5.030	0.000	0.300
ASBESTOS ABT-GEN		HWY		22.750	23.200	1.5	1.5	2.0	3.150	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		26.850	29.850	2.0	2.0	2.0	3.800	6.100	0.000	0.150
BRICK MASON		BLD		23.080	24.580	1.5	1.5	2.0	3.400	5.100	0.000	0.260
CARPENTER		BLD		23.700	25.450	1.5	1.5	2.0	3.250	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		22.060	22.810	1.5	1.5	2.0	3.150	7.350	0.000	0.000
ELECTRIC PWR EQMT OP		ALL		25.690	29.530	1.5	1.5	2.0	2.200	6.420	0.000	0.000
ELECTRIC PWR GRNDMAN		ALL		17.250	29.530	1.5	1.5	2.0	2.200	4.320	0.000	0.000
ELECTRIC PWR LINEMAN		ALL		27.670	29.530	1.5	1.5	2.0	2.200	6.920	0.000	0.000
ELECTRIC PWR TRK DRV		ALL		18.160	29.530	1.5	1.5	2.0	2.200	4.540	0.000	0.000
ELECTRICIAN		BLD		26.800	29.480	1.5	1.5	2.0	3.200	4.800	0.000	0.270
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		25.805	29.030	2.0	2.0	2.0	4.525	2.760	1.550	0.000
FENCE ERECTOR	E	ALL		22.370	23.870	1.5	1.5	2.0	3.990	5.650	0.000	0.500
GLAZIER		BLD		22.670	23.420	1.5	1.5	2.0	4.150	5.550	0.000	0.300
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		23.020	24.520	1.5	1.5	2.0	4.390	5.900	0.000	0.500
IRON WORKER	W	BLD		22.200	23.450	1.5	1.5	2.0	4.740	7.160	0.000	0.320
IRON WORKER	W	HWY		23.470	24.970	1.5	1.5	2.0	4.740	7.160	0.000	0.320
LABORER		BLD		21.730	22.480	1.5	1.5	2.0	3.150	5.030	0.000	0.300
LABORER		HWY		21.750	22.200	1.5	1.5	2.0	3.150	5.070	0.000	0.300
LABORER, SKILLED		BLD		21.730	22.480	1.5	1.5	2.0	3.150	5.030	0.000	0.300
LABORER, SKILLED		HWY		22.050	22.500	1.5	1.5	2.0	3.150	5.070	0.000	0.300
LATHER		BLD		23.700	25.450	1.5	1.5	2.0	3.250	6.400	0.000	0.250
MACHINERY MOVER	W	HWY		23.470	24.970	1.5	1.5	2.0	4.740	7.160	0.000	0.320
MACHINIST		BLD		30.610	32.360	2.0	2.0	2.0	3.200	2.600	2.110	0.000
MARBLE MASON		BLD		22.670	23.670	1.5	1.5	2.0	3.150	5.400	0.000	0.260
MILLWRIGHT		BLD		25.080	26.830	1.5	1.5	2.0	3.250	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	0.600
OPERATING ENGINEER		BLD	2	22.190	25.010	1.5	1.5	2.0	3.350	6.600	0.000	0.600
OPERATING ENGINEER		BLD	3	20.870	25.010	1.5	1.5	2.0	3.350	6.600	0.000	0.600
OPERATING ENGINEER		HWY	1	24.840	24.840	1.5	1.5	2.0	3.750	7.000	0.000	0.600
OPERATING ENGINEER		HWY	2	22.930	24.840	1.5	1.5	2.0	3.750	7.000	0.000	0.600
OPERATING ENGINEER		HWY	3	19.790	24.840	1.5	1.5	2.0	3.750	7.000	0.000	0.550
PAINTER		ALL		24.450	25.450	1.5	1.5	2.0	4.150	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		24.540	27.550	1.5	1.5	1.5	2.860	1.960	0.000	0.000
PILEDRIIVER		BLD		24.200	25.950	1.5	1.5	2.0	3.250	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		31.100	33.590	1.5	1.5	2.0	3.550	4.500	0.000	0.900
PLASTERER		BLD		24.800	26.540	2.0	2.0	2.0	0.000	8.200	0.000	0.200
PLUMBER		BLD		31.100	33.590	1.5	1.5	2.0	3.550	4.500	0.000	0.900
ROOFER		BLD		20.550	21.550	1.5	1.5	2.0	3.250	5.500	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		23.470	24.970	1.5	1.5	2.0	4.740	7.160	0.000	0.320
SPRINKLER FITTER		BLD		29.040	30.540	1.5	1.5	2.0	3.400	2.900	0.000	0.150
STEEL ERECTOR	W	HWY		23.470	24.970	1.5	1.5	2.0	4.740	7.160	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		22.670	23.670	1.5	1.5	2.0	3.150	5.400	0.000	0.260
TRUCK DRIVER		O&C	1	18.550	0.000	1.5	1.5	2.0	4.360	2.125	0.000	0.000
TRUCK DRIVER		O&C	2	18.870	0.000	1.5	1.5	2.0	4.360	2.125	0.000	0.000
TRUCK DRIVER		O&C	3	19.030	0.000	1.5	1.5	2.0	4.360	2.125	0.000	0.000

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TRUCK DRIVER	O&C 4	19.230	0.000	1.5	1.5	2.0	4.360	2.125	0.000	0.000
TRUCK DRIVER	O&C 5	19.830	0.000	1.5	1.5	2.0	4.360	2.125	0.000	0.000
TRUCK DRIVER	N ALL 1	26.050	26.600	1.5	1.5	2.0	4.075	2.825	0.000	0.000
TRUCK DRIVER	N ALL 2	26.200	26.600	1.5	1.5	2.0	4.075	2.825	0.000	0.000
TRUCK DRIVER	N ALL 3	26.400	26.600	1.5	1.5	2.0	4.075	2.825	0.000	0.000
TRUCK DRIVER	N ALL 4	26.600	26.600	1.5	1.5	2.0	4.075	2.825	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 Hk

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.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers,

writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -- street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

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; Teamsters; 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.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY. Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface. This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes

transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material; and maintaining trucks at job site related to oil and chip resealing. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batcher); 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/Emmett moved the County Board approve a Request for Approval of an Ordinance for Prevailing Rate of Public Works Wages for McLean County. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

A Resolution Amending the Fiscal Year 2002 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2002 McLean County Combined Appropriation and Budget Ordinance for Fund 0107.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 20, 2001 which became effective on January 1, 2002; and,

WHEREAS, it becomes necessary to increase the Funded Full-Time Equivalent Position Resolution to authorize position changes associated with additional grant resources for the CDC Bioterrorism Grant from the Illinois Department of Public Health;

Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

Action	Fund	Program	Position Classification	Annual FTE	Months	Now	New
Increase	0107-0061	0062	0515-8127	.53	7.5	.00	.33

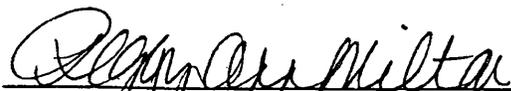
This Amendment shall become effective and be in full force immediately upon adoption.

Adopted by the County Board of McLean County this 13th day of June 2002.

APPROVED


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of McLean County
Board of the County of McLean
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Members Sorensen/Kinzinger moved the County Board approve a Request for Approval of a Resolution Amending the Fiscal Year 2002 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2002 McLean County Combined Appropriation and Budget Ordinance for Fund 0107 - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 2002 Combined
Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2002 appropriation in Fund 0107 AIDS/Communicable Disease Prevention, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0072 Bioterrorism Grant - in Fund 0107, Department 0061, Program 0062, and establishing an appropriation of \$20,511.00.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Prevention as follows:

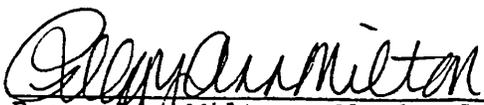
LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0515-0001	Part Time Employees	\$ 17,093	\$15,521	\$ 32,614
0599-0001	County IMRF Contrib.	\$ 1,492	\$ 652	\$ 2,144
0599-0003	Social Security Contrib.	\$ 2,772	\$ 1,188	\$ 3,960
0612-0003	Educational Supplies	\$ 2,873	\$ 600	\$ 3,473
0629-0001	Printed Forms	\$ 1,283	\$ 200	\$ 1,483
0630-0001	Postage	\$ 300	\$ 250	\$ 550
0718-0001	Schooling & Conference	\$ 360	\$ 400	\$ 760
0793-0001	Travel	\$ 350	\$ 200	\$ 550
0833-0002	Purchase Computer Equip.	\$ 0	\$ 1,500	\$ 1,500
TOTALS:		\$ 26,523	\$20,511	\$ 47,034

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

Adopted by the County Board of McLean County this 18th day of June, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney Chairman of the McLean County Board

Bioterrorism Grant Amendment

The Illinois Department of Public Health awarded the McLean County a bioterrorism preparation and planning grant in the amount of \$40,000 to cover the period May 1, 2002 through August 30, 2003. Funds will be utilized over that period of time to generate a comprehensive bioterrorism plan. The department plans to increase the fulltime equivalent of the Quality Assurance Coordinator to take on the responsibility of further developing, integrating, and coordinating the department's bioterrorism response plan with other community responders and the Illinois Department of Public Health's statewide plan. The position will work closely with a coalition of community stakeholders and IDPH's regional bioterrorism staff. Expenditures will take place within grant fund 0107 (Communicable Disease Fund).

Members Sorensen/Salch moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the 2002 Combined Appropriation and Budget Ordinance for Fund 0107 - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE REQUEST RECEIVED FROM THE CIRCUIT CLERK
TO INCREASE THE CIRCUIT CLERK'S OPERATING BANK

WHEREAS, the Circuit Clerk has requested approval to increase the Associate Division operating bank in the amount of \$600.00; and,

WHEREAS, the proposed increase in the Associate Division operating bank would enable the Criminal division and Traffic division of the Associate Division to start the business day with an opening bank of \$300.00; and,

WHEREAS, the proposed increase in the Associate Division operating bank would enable the Circuit Clerk's fourth floor Accounting division to start the day with \$500.00 in the Accounting division vault for changing large bills during the course of the business day; and,

WHEREAS, the Justice Committee, as the programmatic Oversight Committee for the Circuit Clerk's Office, approved the request to increase the Associate Division operating bank in the amount of \$600.00 at its regular meeting on Monday, June 3, 2002; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, June 4, 2002, recommended approval of the Circuit Clerk's request to increase the Associate Division operating bank in the amount of \$600.00; now, therefore,

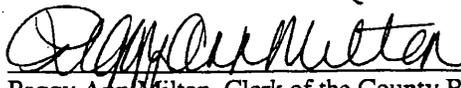
BE IT RESOLVED by the McLean County Board, now meeting in regular session on Tuesday, June 18, 2002, as follows:

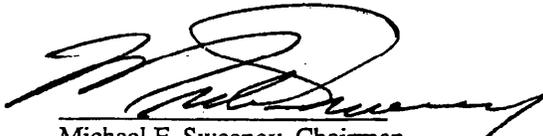
- (1) The request of the Circuit Clerk to increase the Associate Division operating bank in the amount of \$600.00 is hereby approved.
- (2) The County Clerk is hereby directed to forward a certified copy of this Resolution to the Circuit Clerk, the County Treasurer, the First Civil Assistant State's Attorney, and the County Administrator.

ADOPTED by the McLean County Board this 18th day of June, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Arnold moved the County Board approve a Request for Approval of a Resolution to Increase the Circuit Clerk's Operating Bank - Circuit Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is located on pages 103-109.

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

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2002
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Facilities Management Department 0041
Courthouse Maintenance Program 0049**

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

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Facilities Management Department 0041, Courthouse Maintenance Program 0049; and,

WHEREAS, at their regular meeting on May 21, 2002, the McLean County Board approved a contract for professional services with Wiss, Janey, Elstner Associates, Inc. for an investigation and study of the Old McLean County Courthouse; and,

WHEREAS, the Property Committee, on Thursday, June 6, 2002, approved and recommended to the County Board an Emergency Appropriation Ordinance to cover the cost of the contract for professional services with Wiss, Janey, Elstner Associates, Inc.; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$90,000.00.

County Board	
0001-0001-0001-0400.0000	<u>\$ 90,000.00</u>

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Facilities Management Department 0041, Courthouse Maintenance Program 0049 the following appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
Contract Services			
0001-0041-0049-0706.0001	\$ 6,000.00	\$90,000.00	\$96,000.00

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

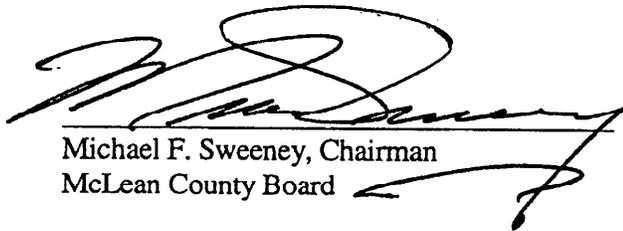
(2)

ADOPTED by the County Board of McLean County this 18th day of June, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

EA_WISSJANEY_CTHOUSE.PRO
6/18/02

Members Salch/Emmett moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Facilities Management Department 0041, Courthouse Maintenance Program 0049 - Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch, Chairman, presented the following:

Artwork Loan Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), and Mr. Robert J. Lenz, Attorney at Law, 205 North Main Street, Suite 103, Bloomington, Illinois, (hereinafter referred to as "Mr. Lenz"), enter into this Artwork Loan Agreement herein granting permission to Mr. Lenz to display on temporary loan to COUNTY for the benefit of the viewing enjoyment of the public, artwork consisting of an original framed photograph of President Abraham Lincoln taken by presidential photographer Alexander Gardner, and two framed explanatory pieces of artwork (hereinafter referred to as "ARTWORK"), all personally owned by Mr. Lenz, at the Lincoln lobby of the McLean County Law and Justice Center, 104 W. Front Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, on May 8, 2002, Mr. Lenz wrote a letter to COUNTY seeking permission to display, on temporary loan, a portion of his private property collection of President Abraham Lincoln memorabilia consisting of ARTWORK, at the Lincoln lobby of BUILDING; and,

WHEREAS, Mr. Lenz agrees to assist COUNTY with the design of a suitable frame to house ARTWORK, and COUNTY agrees to manufacture a mutually agreed upon design of said frame and pay for the cost of the needed materials to make it; and,

WHEREAS, Mr. Lenz continues to maintain full and complete ownership of ARTWORK during the term of this agreement; and,

WHEREAS, the parties mutually agree that the location of the display of ARTWORK shall be on the northwest wall of the north side of the Lincoln lobby of BUILDING; and,

WHEREAS, Mr. Lenz's request was presented to the Property Committee of the McLean County Board on June 6, 2002, and was duly approved by the Property Committee; and,

WHEREAS, this agreement expressly set for the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this Artwork Loan Agreement shall be for twelve months commencing on July 1, 2002, and terminating on June 30, 2003.
2. **Release of Liability:** Mr. Lenz hereby releases COUNTY from any and all liability, financial or otherwise, regarding ARTWORK, including but not limited to damages of any kind, theft (partial or complete), destruction, loss or mutilation, replacement (partial or complete), whether or not as a result of the negligence of COUNTY.

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

4. **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
P.O. Box 2400
Bloomington, Illinois 61702-2400
Phone: (309) 888-5110

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400
Phone: (309) 888-5192

If to Mr. Lenz:

Mr. Robert J. Lenz
Attorney at Law
205 North Main Street, Suite 103
Bloomington, Illinois 61701
Phone: (309) 829-9486

Page three

- 5. **Partial Invalidity.** If any term or condition of this agreement, to any extent, be invalid or unenforceable, the remainder of this agreement, 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 agreement shall be valid and be enforced to the fullest extent permitted by law.
- 6. **Right to Terminate.** Notwithstanding any other provision of this agreement to the contrary, either party shall have the right to terminate this agreement during the term thereof by giving at least thirty (30) days prior written notice of termination to the other party, by abiding by paragraph four, page two of this agreement pertaining to all notices.
- 7. **Display Frame:** COUNTY shall retain ownership of the display frame.
- 8. **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 18th day of June, 2002.

APPROVED:

ROBERT J. LENZ

COUNTY OF McLEAN

By: _____

By: 
Chairman, McLean County Board

ATTEST:

By: _____

By: 
Clerk of the McLean County Board

Lenz Agree.Doc

Members Salch/Arnold moved the County Board approve a Request for Approval of an Artwork Loan Agreement between Mr. Robert Lenz, Attorney at Law, and McLean County - Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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

LEASE BETWEEN THE CITY OF BLOOMINGTON (LESSOR)
AND
McLEAN COUNTY HIGHWAY DEPARTMENT (LESSEE)

GROUND LEASE

1. *Parties.* This Lease made on _____, by and between the City of Bloomington, a municipal corporation in McLean County, Illinois, referred to as lessor, and the County of McLean, a body politic and corporate, referred to as lessee.
2. *Description of Property.* Lessor leases to lessee all those parcels of land located at: (see attached).
3. *The Lessee intends to use the land to:*
 - a. Stockpile aggregates for road use on the site.
 - b. Erect and use a pugmill to blend stockpiled aggregates and liquid asphalt to make a cold mix asphalt aggregate mix, which will then be stockpiled on the site.
4. *Term.* The land is leased for the term beginning on June 20, 2002, and ending on June 20, 2004, but subject to renewal or prior termination as provided in this lease.
5. *Renewal.* By written notice given at least thirty (30) days prior to the expiration of this lease, lessee may renew the lease for an additional term of two (2) years on the same terms and conditions. [Afterwards on similar notice lessee may renew this lease for additional terms of 1 year.]
6. *Rent.* Lessee agrees to pay as rent for the premises over and above all real property taxes, assessments, and other charges stated in this lease, the following:
 - a. Pay the City of Bloomington \$100.00 per acre, per year, for the 6.9 acres being leased. The first year's payment will be due by July 1, 2002. The second year's payment will be due by July 1, 2003.
7. *Lessor's covenants.*
 - a. Lessor is the owner of the leased premises and has the right to make this lease.
 - b. Lessee, on paying the rent and on performing all of the terms and conditions contained in this lease, will at all times during the term of this lease be permitted to peacefully and quietly hold and enjoy the leased premises.
 - c. The premises are now free from all encumbrances.
 - d. It will provide this site of approximately 6.9 acres to McLean County Highway Department starting at a point 673.6 feet north and 558.7 feet east of the Right of Way marker located in the north east corner of 3000E and 1400N (Rte. 9). Then extending east 328 feet, then south 80 feet, then east

397 feet, then north 216 feet, then at a northwesterly angle of 49°, 51' for 485 feet, then west 358 feet, then south 450 feet to the point of origin as shown on the aerial photograph attached hereto as Exhibit A.

- e. This site is available for use by McLean County commencing June 20, 2002.
- f. Allow access to the leased site through the City gate and entrance on Rte. 9, then across the existing parking area, then northerly to the leased site across the existing grass area west of the shooting berm.

8. *Lessee's covenants.*

- a. Level the site as needed while maintaining the necessary drainage.
- b. Place an aggregate base on the site.
- c. Haul all of the stockpiled materials from the site by the end of the lease period.
- d. Not erect any asphalt storage tanks on the site.
- d. Prior to the end of the lease, remove the aggregate base from the site leaving smooth area with aggregate and dirt surface.
- f. To provide access to the site, remove approximately 20 feet of fence on the south side of the leased site and make a gravel driveway from the parking lot near Rte. 9 to the leased site, and at the end of the lease term, remove the gravel and replace the fence.
- g. At the end of the term of this lease or any renewal of it, lessee agrees to surrender to lessor the land leased together with all buildings and other improvements, whether erected by lessee or otherwise, in good order, repair and condition.

9. *Notices.* Any notice or demand required or permitted to be given here will be deemed sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, addressed to the party to receive it at the addresses specified in this lease, or at any other address or addresses which the receiving party has designated in writing.

Mr. Jack Mitchell
County Highway Engineer
R.R. 1, Box 85
Bloomington, IL

Mr. George Drye
City of Bloomington Engineer
401 ½ South East
Bloomington, IL

Ground Lease with the City of Bloomington
Highway Department
June 2002
Page Three

10. *Insurance.* Through its insurance company, the lessee will be responsible for any liability associated with its use of this property.

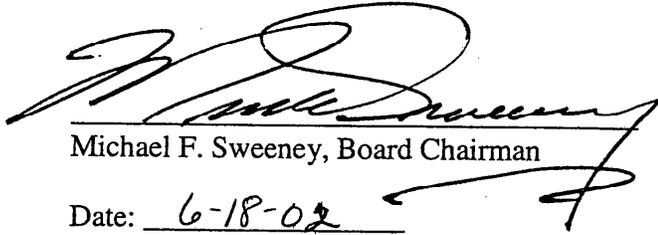
The City of Bloomington and McLean County agree that this lease will be terminated on June 20, 2004, unless said lease is mutually extended.

Judy Markowitz, Mayor

Date: _____

Tracy Covert, City Clerk

Date: _____



Michael F. Sweeney, Board Chairman

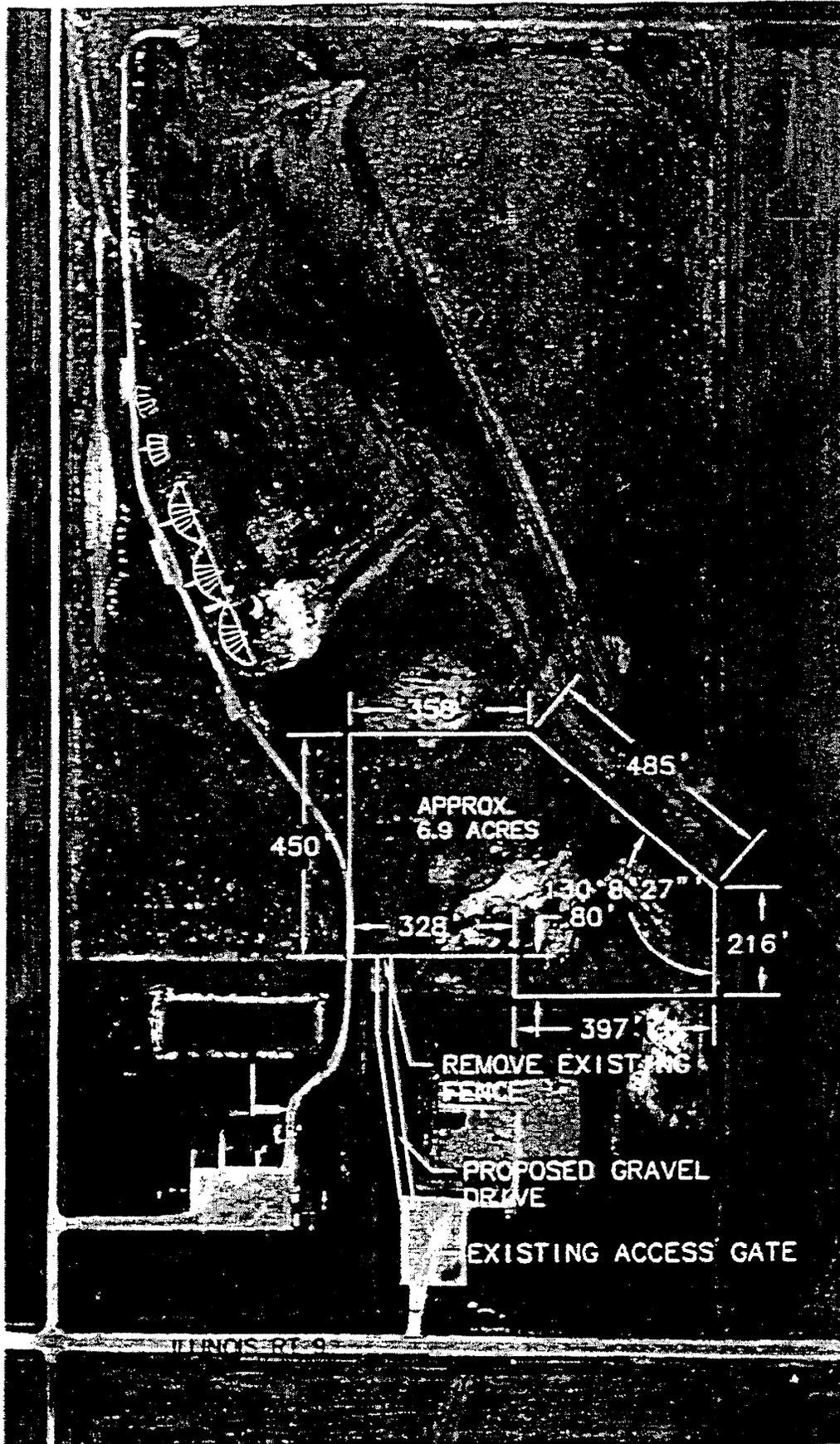
Date: 6-18-02



Peggy Ann Milton, County Clerk

Date: 6-18-02

EXHIBIT A



Members Bass/Pokorney moved the County Board approve a Request for Approval of a Lease Agreement between the City of Bloomington and McLean County for Lease of Land for Use as a Stockpile Site. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:

Member Sommer, Chairman, presented the following:

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
THE COUNTY OF MCLEAN
AND THE TOWN OF NORMAL
REGULATING THE USE BY THE COUNTY OF MCLEAN
AND THE TOWN OF NORMAL
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under Article 7, Section 6, of the 1970 Illinois Constitution; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, the City of Bloomington, the County of McLean, and the Town of Normal desire to agree on the manner in which law enforcement agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the McLean County Board, the Board of Trustees of the Town of Normal, and the Bloomington City Council have, by appropriate action, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1, et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in this Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The Town of Normal and the County of McLean Police agencies

"Chief": The City of Bloomington Chief of Police.

"Facility": The City of Bloomington Police Shooting Range

III. ADMINISTRATION

The facility shall be administered by the Chief or his designate.

IV. USE OF FACILITY

The City of Bloomington shall permit the agencies to use the City of Bloomington Shooting Range under the following conditions:

A. Scheduling

The Chief or his designate shall establish a master schedule each year for the use of the facility. Each agency will be assigned 25 shooting

dates for the year. A proposed schedule will be given to the agencies for review on or before May 1st of each year. Each agency will be responsible for notifying the Chief of any problems with scheduled dates. The Chief or his designate will issue a final schedule on or before June 1st of each year.

Should an agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by either agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for each agency, however, an agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

Each agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the City of Bloomington Police Chief or his designate. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agencies understand and agree that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

All police agencies using the shooting range shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which is attached hereto and incorporated herein by reference.

Each agency shall be required to provide a range master who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

Each police agency using the shooting range shall provide its own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as any additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

D. Damage

Each agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of equipment are the responsibility of the City of Bloomington.

The range master for each requesting police agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible of such damage. If such notification is not made, the requesting police agency shall be billed

for any damage discovered at the shooting range site after such agency used the range but prior to any other agency using the facility.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the Normal Police Department and the McLean County Sheriff's Department in preparing the shooting ranges for annual use. All three agencies agree to assign a minimum of one range officer, preferably each Department's head range instructor, twice per year, once in the spring and once in the fall, for eight hours per day (16 hours/year total) to perform range preparation duties.

V. RANGE FEES/BILLING

Each agency shall each pay the City of Bloomington annual fee of Seven Thousand Five Hundred and no/100ths Dollars (\$7,500.00) for use of the facility. This fee shall be paid on January 1st of each year and shall represent payment for the previous year's use. The fee shall be the same regardless of the number of times the agency uses the facility during the year. In exchange for assistance with annual range preparation, the Bloomington Police Department will forgo any increase in range fees for two full years, implementing a 3% increase (i.e., \$250) in range fees effective July 1, 2004. Any fee changes after June 30, 2005 will not be made without prior notification and justification to the parties to this agreement.

VI. MAINTENANCE

The City of Bloomington will keep the facility and all mechanical devices maintained in good operating condition. If an Agency cannot use the facility because it is not in operating condition on a scheduled shooting date, that Agency may receive a reduction in the annual fee, but only under the following conditions. There shall be no reduction in the fee if the Agency receives 25 shooting dates during the year. If an Agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational problems with the facility. To receive a fee reduction under those circumstances the Agency must contact the Chief or his designate immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designate can verify and document the problem. An Agency entitled to a reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties to this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation or maintenance of the Training Facility established by this Agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against any and all liability arising from injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any of the jurisdictions which is a party to this Agreement is injured in such manner as to require the jurisdiction employing said officer to pay claims to said officer under the Workers' Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to this Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation

of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to this Agreement.

Nothing in this Agreement is intended to modify or waive the protections of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to this Agreement. Any party wishing to withdraw is required to give sixty days notice of such intention to withdraw to the other parties to this Agreement before such withdrawal becomes effective.

IX. TERM

This Agreement shall remain in full force and effect for a period of three years, beginning on July 1, 2002 and terminating on June 30, 2005. First payment is due January 1, 2003.

X. SEVERABILITY

In the event any provision of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

Date

COUNTY OF MCLEAN

By: [Signature]
Chairman, McLean County Board

By: _____
Sheriff, McLean County

ATTEST: [Signature]
County Clerk

Date

CITY OF BLOOMINGTON

By: _____
Mayor

ATTEST: _____
City Clerk

Date

TOWN OF NORMAL

By: _____
Mayor

ATTEST: _____
Town Clerk

Members Sommer/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the City of Bloomington and McLean County for Use of the Police Shooting Range Facility - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion Carried.

Member Sommer, Chairman, presented the following:

AMERICAN CORRECTIONAL ASSOCIATION
REACCREDITATION CONTRACT

THIS CONTRACT is made by and between the American Correctional Association, hereinafter referred to as the "Association," and the undersigned, the McLean County Juvenile Court Services, hereinafter referred to as the "Agency."

WITNESSETH:

WHEREAS, the Association has been established and exists for the purpose of improving correctional agencies, institutions and programs through the process of accreditation; and,

WHEREAS, accreditation is a process administered by an impartial, elected Commission which certifies whether or not an agency, institution or program meets and maintains compliance with American Correctional Association standards in order to be accredited; and,

WHEREAS, the Association has developed the Manual of Standards for Juvenile Detention Facilities, third edition, containing standards approved for the accreditation of such agencies, facilities and programs; and,

WHEREAS, the Commission is in the process of accrediting juvenile detention facilities throughout the United States; and,

WHEREAS, the Agency realizes the benefits accruing from accreditation and wishes to seek accreditation from the Commission.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereby agree as follows:

1. The Agency:
 - a. Accepts the standards and criteria for reaccreditation, including subsequent modifications or amendments thereto;
 - b. Has statutory and/or other legal authority to enter into this Contract with reference to its decision to seek reaccreditation for the following specified agencies, facilities or programs:

McLean County Juvenile Detention Center

- c. Will adhere to the policies and procedures of the Commission and the Association with reference to the reaccreditation process as stated in the Agency Manual of Accreditation Policy and Procedure, and other documents supplied by the Association; and,
 - d. Will strive at all times to achieve and/or maintain the reaccreditation status, as specified in the Agency Manual of Accreditation Policy and Procedure.
2. The Association shall:
 - a. Use only standards approved by the American Correctional Association in the reaccreditation process, making judgments of compliance based on written documentation, visual confirmation or both;
 - b. Provide information on the reaccreditation program and process, and the participation of the agency, facility or program therein, to the Agency's governing and/or contract authority;

- c. Conduct an orientation to the reaccreditation program and process, if requested, at the Agency's expense;
 - d. Cooperate with the Agency, its Administrator, Accreditation Manager and staff in requests for assistance, information, and materials required in the implementation and conduct of the reaccreditation process;
 - e. Appoint all auditors/consultants based upon their experience and demonstrated knowledge;
 - f. Conduct reconsideration hearings using procedures approved by the Association and the Board of Commissioners;
 - g. Agree that all materials provided, and information gathered, will be held in strict confidence consistent with the professional contractor/client relationship. Accreditation information will be shared among the Commission, officers, auditors and staff on a need to know basis.
 - h. Provide to the agency, facility or program if awarded reaccreditation, a Certificate of Accreditation; this certificate shall identify the agency, facility or program and the year in which accreditation is awarded; the certificate and all copies and facsimiles remain the property of the American Correctional Association, and shall be returned to the Association upon the expiration or loss, for any reason, of accreditation; and,
 - i. Publish the name of the reaccredited agency, facility or program in an annual summary.
3. The Agency hereby covenants and agrees to pay a reaccreditation fee in the amount of **\$10,300.00** payable without deduction or refund as stipulated in the following schedule:
- a. In consideration of preparation, planning and activating the reaccreditation process for the herein named agency, facility or program which involves staff time and other expenses, 50% of the total reaccreditation fee **\$5,150.00** shall be payable within 30 days from the commencement of this contract, but not later than July 16, 2002.
 - b. In consideration of completion of the standards compliance audit, the remaining 50% of the total reaccreditation fee **\$5,150.00** shall be due on January 16, 2003, or 30 days after completion of the audit, whichever comes first.
 - c. This accreditation fee includes attendance before the Commission panel hearing for one person. This includes round trip supersaver airfare, airport or hotel parking, two nights lodging (not to exceed the lowest, single ACA rate for the headquarter hotel), per diem of \$32.00 per day \$6.00 for breakfast, \$10.00 for lunch and \$16.00 for dinner (up to 2.5 days), and miscellaneous expenses totaling \$25.00.
4. The Agency hereby agrees to pay in addition to the reaccreditation fee provided for in paragraph 3 the actual cost of a reaudit, plus 25% administrative fee, not to exceed \$3,000.00, for any reaudit necessary to verify required minimum levels of compliance with standards and/or compliance with life-health-safety standards found in non-compliance at the time of the standards compliance audit or monitoring visit.
5. The Agency agrees to pay, in addition to the other reaccreditation fees provided herein, for the actual cost of field consultation services to the facility or program, which are requested in writing by the agency. The cost will be the actual expenses of the visit plus 25% administrative fee, not to exceed \$3,000.00.
6. a. This Contract shall be effective upon signing by the second party, and shall remain in full force until the earlier of 3 years after accreditation is granted or the Contract is terminated pursuant to subparagraph b).

- b. The Agency may terminate this Contract upon 30 days written notice to the Association. The Association may terminate this Contract for cause, upon 30 days written notice to the Agency. The Association's decision of termination may be appealed by the Agency within 30 days of notification of the decision.
- c. All reaccreditation, administrative, and annual fees due are payable as of the effective date of termination, shall remain a debt to the Association, and all fees paid are non-refundable.

7. This Contract shall be governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized representatives. The dates of the contract period will be adjusted in accordance with the date of the agency's signature.

For the:

MCLEAN COUNTY JUVENILE DETENTION CENTER

By: 

Title: _____

Date: _____

For the:

AMERICAN CORRECTIONAL ASSOCIATION

By: _____

Title: Executive Director

Date: _____

Please send invoice to:

Name: _____

Facility: _____

Address: _____

Telephone Number: _____

Members Sommer/Berglund moved the County Board approve a Request for Approval of the Juvenile Detention Center Re-accreditation Contract - Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer stated he would be pleased if the Board would read the Projected Budget: Pre-Trial Release, Electronic Monitoring and Victim Offender Reconciliation Program on pages 155-159 and noted the General Report which follows.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have two brief updates for the Board. The first update concerns the actions that were taken by the special session of the Illinois Legislature and the impact in terms of McLean County government. As many of you have read, the General Assembly did decide to keep 100% of the photoprocessing sales tax which had previously been shared with local governments. In terms of the impact to McLean County, it is about \$42,000 less sales tax revenue. That is annualized for fiscal year 2003. For the last six months of our current fiscal year, probably between \$20,000 and \$21,000 in revenue will be lost. We understand from the Chief Judge's Office and the Director of Court Services that the salary reimbursement line for probation officers has been cut by 14% in the State budget. Those are the two impacts that we are aware of right now. We are continuing to get information from Bill Anderson in Springfield and also from the individual State offices and agencies about other potential impacts in terms of the County budget. Perhaps the largest single impact that we are going to see in terms of sales tax is the recent annexation by the City of Bloomington of the Farm & Fleet Store on Route 9 West. As I indicated in my summary to the Executive Committee, Farm & Fleet was the single largest generator of sales tax revenue to County government. Because Farm & Fleet was located in the unincorporated area of McLean County, we received 1% of all the transactions that occurred there. On an annualized basis, that represented between \$650,000 and in a peak year as much as \$750,000 in sales tax revenue that came to County government. As a result of the annexation, we now will receive $\frac{1}{4}$ of one percent of the transactions at Farm & Fleet. This represents \$500,000 lost sales tax revenue on an annualized basis and about \$250,000 as of July 1. I make you aware of this not only for the balance of this fiscal year but also to make you aware of it for purposes of thinking about the fiscal year 2003 budget. Member Sorensen said it is his understanding that we have not been at 100% reimbursement for probation officers in the past, and this is now 14% lower than that. He asked what it was in the past. Mr. Zeunik answered with the following: we have been at 100% for the last four years. The last time that we were below 100% was during the first term of the Edgar Administration and at that time, the reimbursement went as low as 85% of actual salaries. A 14% reduction in salary reimbursement would take us back very close to the reductions we experienced during the first two years of the Edgar Administration.

Member Sommer stated the following: as my term winds down on this Board, it would be a privilege to respond to the kind of work that Mr. Zeunik has done. As you heard him tell you this morning, he deals with the things that none of us really like, such as facing the loss of a half of a million dollars in a budget, and the problems that creates, and the demands of the departments. I am overwhelmed many times by the perspicacity this man possesses. Thank you very much John. You are going to make the rest of these days pleasant for me and I sure appreciate your service.

OTHER BUSINESS AND COMMUNICATION:

Member Hoselton stated the following: rather than bring up a vote or further discussion regarding tax caps, what I am asking for is your guidance on the method for achieving a proper resolution to present to the entire Board regarding tax caps to make sure that the Board understands both sides of this equation. I realize that some of our Board Members have jumped in with both feet and I really do not think they have been informed. They are only hearing one side of what is going on. Tax caps, in my opinion, are basically rich man/poor man. We need to look at this again. Mr. Chairman has made the comment that it has been only five years and I reminded him that we have an election every two years, every four years for Board Members, and even for the President of the United States. I think the tax caps can be brought up at this time. Many things need to be done but I want everybody on the Board to be informed. Chairman Sweeney stated he assumed Member Hoselton would bring this up today so he had thought about this. He continued with the following: instead of having a discussion today, where we can't have a vote, what I would prefer to do is to have a public hearing at the Finance Committee in July or August. Then the Finance Committee can vote on it and even if it did not pass then we can still bring it to the Executive Committee and discuss it again so the public can have ample opportunity to discuss this issue. The Executive Committee can vote on it and even if it did not pass, the full Board could bring it up in a full Board meeting. Member Hoselton responded that is probably the best way to do it because many questions can be cleared up with that procedure. Chairman Sweeney stated we need to have the public informed and they can also come to make their presentations. Members Hoselton/Pokorney moved there be a public hearing with the Finance Committee regarding the tax caps issue; the issue would then be discussed and voted on by the Executive Committee, and then discussed and voted on by the full Board. Member Gordon asked if the decision is made to place the tax cap proposition on the ballot in November, what the statutory deadline for the Board to act would be. Chairman Sweeney stated he thought it was in September but if it is August, then they will have the hearing and Committee meetings in July. Member Sommer asked if it should be added to the motion that action should be taken in a timely manner so the referendum could be placed on the ballot. Chairman Sweeney responded yes. Member Sorensen asked if we are having a public hearing and are placing testimony information in a case file in anticipation of final action of this Board, if ex parte communication rules are in place on this issue. Mr. Ruud responded the Board could dictate in their motion how to apply that. Member Sorensen stated the following: I agree that there are dangerous bits and pieces of information that are making it to various Members of the Board. I believe that if we are going to do this we should get it all out in a public forum, in a public file, and that should be the material that this Board uses to base its decision. Chairman Sweeney said they should get legal advice as to how to structure this motion so that all these

things get in to play. If the motion is withdrawn then we can restructure the motion to satisfy the Members. Member Rodman stated he was against withdrawing the Motion. He continued: I personally don't want to be limited. My constituents are going to have lots of opinions on tax caps and I am not going to tell them I can't talk to them about it. I want to talk to my constituents. I want to get their feedback, so I am against having that kind of restriction placed in this motion. I think the motion should stand as originally given. Chairman Sweeney said we still have the motion on the floor. It hasn't been withdrawn. Member Gordon stated the following: I agree procedurally that we shouldn't try to constrain or put any perimeters around this. It seems to me that the nature of the issue is such that there should be free public communication and it is going to be our responsibility to sort through the information that we get and try to get it as accurate as possible. Mr. Ruud clarified with the following: when it is a zoning-like matter that means it is a quasi-judicial action. When the Zoning Board, for example, is given full authority to deal with variances, that is a quasi-judicial decision for which it will be inappropriate for there to be ex parte communication from outside the confines of that public hearing. This is a political decision. This is a policy decision; however, you already restrict appearance of the public on general issues. If you wish to restrict or to establish a protocol for the delivery of public opinion and have that situated within the confines of the Finance Committee/public hearing I don't think you've got a problem in doing that. The bottom line is if you don't, it is still perfectly okay for you to receive phone calls, letters and visits to your front door from those who have an opinion on the issue. If you leave the motion and second alone, I think what would happen is that Finance would be left to its own discretion as to how to conduct their meetings and public hearings. Member Hoselton said that is what my intent was, to make sure that we get input from our constituents on both sides of the equation and I don't want anybody to be censured. If my resolution doesn't meet that goal then we need to restructure that. Chairman Sweeney said the motion does meet that goal. Member Sorensen stated: he was fine with that. For the six of us that are rural Members of this Board, we actually have to deal with handcuffs like this on a monthly basis. We have constituents that are dying to talk to us about the zoning issues all the time and we can't. I would like to suggest though, that we shouldn't allow testimony from the public at the Board meeting if we go through this process. I see the potential here that we go through two nights of testimony in the Finance Committee and then we have the same list of people all submit letters to speak to the full Board. That would be very difficult to do and it would be a waste of time. Chairman Sweeney said when he made that suggestion he had thought about that and did not want that to happen. He continued: I do not want the full Board meeting to be a four to five hour meeting to reiterate the same things that are going to take place at the Finance Committee and/or the Executive Committee. Member Sommer asked the following: would the Finance Committee then be acting as a

hearing board? Would they only be permitted to listen to that particular hearing or do they become Members of the public as well. Can they speak as a member of the public at any of the subsequent meetings or are we operating in an official capacity? Chairman Sweeney said the following: my thought process on this was that it would be like a regular Finance Committee Meeting, they could ask as many questions as they wanted to the people who had made presentations, and then they also would vote on the issue. No matter what the vote is, we would still bring it into the Executive Committee. I know that is a little bit different but I think we need to do that because I don't want the issue to be killed by six people, and then have fourteen others in favor of it. Member Gordon asked if what they are envisioning is in the nature of a public hearing before the Finance Committee, length of the hearing to be determined. He continued: the Executive Committee would get it then, referred from Finance no matter what the vote might be. The Executive Committee would not be holding a subsequent public hearing nor would this Board. The public hearing aspect would be only at the Finance Committee end. Chairman Sweeney said that was his thought process. I have not run that through legal counsel but I thought, if Mr. Hoselton agreed, that would be the process I would prefer. If that doesn't work, I think that legal counsel will jump on board and let me know. Member Gordon asked if Chairman Sweeney was envisioning a single stop – a public hearing at a single place in the process, not more than one. Member Arnold asked the following: what is the charge of the Finance Committee at this point? What is the vote going to be on? Is it going to be on whether or not we are going to put this on the ballot in November? Chairman Sweeney said correct. Member Arnold asked if the Finance Committee was to decide that or if they were to recommend that to the full Board. Chairman Sweeney replied, to recommend to the full Board whether to put it on the ballot or not. I think the process should still go to Executive and then to the full Board because I think all 20 Members need to vote on that issue. Chairman Sweeney said there is a motion on the floor. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass said about three weeks ago we had a bid letting in the Transportation Department and we had two low bidders with exactly the same bid. We have options that we can undertake. We can award the bid on our own depending upon our preference, we can have them resubmit bids, or we can flip a coin according to the rules of the Illinois Department of Transportation. We decided with the permission of the two bidders, that we would flip a coin.

Member Selzer state the following: I would like everyone to forget rules for a minute and use common sense. I have been on the Board for eighteen or

nineteen months and at the first meeting I came to they were talking about what I call the "911 issue" and it is still here. I feel like a broken record but at some point we have to start getting some action. I have talked to many people and it is still the proverbial finger-point. It's human error, it won't happen again, but it happened again and this time it was on a medical call. I feel like the Enron whistle-blower or the FBI agent who had reports about terrorism before September 11th. We have information, we are not acting, and we all have excuses. When somebody dies who is going to be accountable? What I would like us to do as a Board is to direct our State's Attorney and when I make a motion for this I am going to have to ask that we modify our rules. I would like our State's Attorney to investigate the operations of ETSB and MetCom to find out what we can do, to the fullest extent of the law, to combine those boards into a governing board where there is some accountability back to the municipalities and the County. We have a management problem. We have a problem with two boards, two managers, one can't do this, and one can't do that but nobody has an answer. I ask you to ask yourselves on this Board who serves on them, who appoints them, who can decide what, who manages what? Who is accountable? I can tell you who the voters hold accountable. It's the people who have no control over those boards. Maybe I am the only person who feels this way but I am sick of the issue. I would like to make a motion that we suspend our rules and direct the State's Attorney to investigate what options we have. Chairman Sweeney stated he didn't think they could do that. He said I think that the only thing that might work is that you ask the Executive Committee next month to look into this issue and put that on their agenda, but I don't think that we can suspend the rules. Mr. Ruud stated the following: any Member of the Board desiring advisory opinion on a matter within the jurisdiction of a Standing Committee shall submit such request to the appropriate Standing Committee. If unsuccessful before a Standing Committee, the Board Member may then take such request in the form of a motion at any meeting of the County Board which shall be granted upon approval by a majority of the Members of the Board. What that means is that if Member Selzer takes it to the Justice Committee and is unsuccessful in getting the Justice Committee to ask us to render some kind of advisory opinion, only then, after it has been refused by the Justice Committee, can he come here. That is why Member Selzer is saying we need to suspend this rule so he does not have to go to the Justice Committee, he can just have this full Board ask for a legal opinion. Member Selzer said the following: it's not that I don't want to go to Justice, but this adds another month before we can even ask them to look into it. All I am asking is that we investigate what is out there. We need to be informed and make decisions. Chairman Sweeney stated it is a law in the State of Illinois, approved by two courts, and I think that we cannot put a motion on the floor that is not on the agenda today. Member Selzer said that is only for final action and I am not asking for final action at all. Mr. Ruud explained the following: procedurally it is fine. You are not taking any final

action, you are simply asking your lawyer for legal advice, but under your rules, Member Selzer can't ask for that. By your own rules, he has to convince the Justice Committee to consider it as an agenda item, so you might as well put it as a final action agenda item to determine whether or not you want the State's Attorney to get involved with this. The only other alternative that Member Selzer or anyone has now, if you want us to do it today, is to suspend your own rules. Member Sommer asked if that were the case when would you respond with an opinion? Mr. Ruud said he would like at least 60 days or so because we have to go to work with the Commerce Commission and they have some very strict rules and opinions. There might also be legislation required, which is another angle I would like to look at, as well as what the state of the law is right now. Member Emmett said those 60 days are a very compelling reason for us to go ahead, suspend a rule, and get this thing in the works. If we don't suspend the rules it's going to take us another 30 days to even get it to Justice then we finally get it to them and we are talking about the end of the year. Member Sorensen said the following: we hate suspending our own rules because it establishes a very dangerous precedent, but at the same time, I share Member Emmett's perspective that this is inevitable. These questions need to be asked and answered. There is no reason not to move ahead with it. In my mind, to put this to Justice and back to the Board is just literally a one-month delay. The end result will be exactly the same. My perspective would be that on a vote to suspend the rules today, a no vote would be a clear indication that you disagree that that question should be asked, and a yes vote is an indication that you think the question should be asked. For that reason, Sorensen/Emmett made a motion that we suspend the rules of the McLean County Board to address this single issue that Member Selzer brought up, after which time the rules would be reinstated. Member Gordon asked if this required a 2/3's majority or a simple majority. The response was it needed to pass by a simple majority. Chairman Sweeney said a yes vote means they would like to suspend the rules of the County Board for one issue, and a no vote means that they will not. Clerk Milton shows the roll call vote as follows: Selzer-yes, Sommer-present, Sorensen-yes, Arnold-yes, Bass-yes, Berglund-yes, Bostic-yes, Emmett-yes, Gordon-yes, Hoselton-yes, Johnson-yes, Kinzinger-yes, Nuckolls-yes, Owens-yes, Pokorney-yes, Rodman-yes, and Salch-yes. Motion passed. Members Selzer/Emmett moved the Board direct the State's Attorney to render a legal opinion to the Board by studying the organization and the laws that govern the ETSB and MetCom and make a recommendation as to what the Board might be able to do. Member Sorensen asked if this was going to be sent to Justice or to the full Board. Member Selzer stated the full Board. Member Owens asked if by going to the full Board that meant it would not be going to the Executive Committee. Chairman Sweeney responded that is correct. Member Sommer stated that as this went through the Justice and Executive Committees there would be opportunities for questions to be raised that might contribute to the process.

Member Gordon suggested since this issue is sensitive, current, and extremely relevant that a little more deliberation at the various stages along the way might be more useful than a little less deliberation. He continued, I tilt toward sending it to Justice where it undoubtedly will process through and then come to Executive Committee and then to the full Board. The full Board will have the ability to read, in addition to possibly attending, the transcript of what has been said. Member Selzer said, I would agree and if the Chairman of the Justice Committee doesn't mind, I would love for it to go to Justice before it comes to the full Board. They are much more familiar with the details of the issues and they can ask some questions of the State's Attorney's report. Member Selzer amended the motion to say that the report will go back to Justice for their action. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon reminded the Board that in two weeks is the re-hearing on the ZBA matter, July 2, 2002, 7:40 p.m. I would hope that others would join me in attending so that we are better informed if it should come back in a tie vote again.

Member Sorensen asked if immediately following the County Board meeting the Members of the Finance Committee and the Administrator's Office could meet to check out possible hearing dates.

Member Sommer asked Member Bass to explain what a pugmill is. Member Bass stated it is a piece of equipment to take care of coal mix.

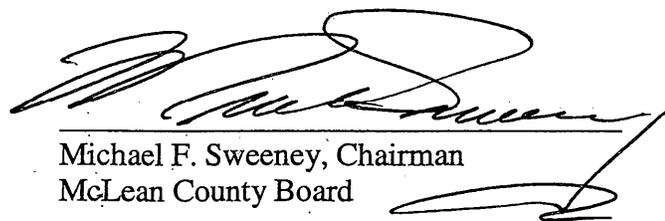
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

June 18, 2002

2002 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$417,229.29	\$417,229.29
Finance	\$302.92	\$456,924.07	\$457,226.99
Human Services		\$309,189.86	\$309,189.86
Justice	\$19,558.35	\$1,235,569.87	\$1,255,128.22
Land Use		\$16,219.84	\$16,219.84
Property		\$220,029.60	\$220,029.60
Transportation		\$512,027.10	\$512,027.10
Health Board		\$340,137.05	\$340,137.05
Disability Board		\$43,621.09	\$43,621.09
T. B. Board		\$18,209.05	\$18,209.05
Total	\$19,861.27	\$3,569,156.82	\$3,589,018.09

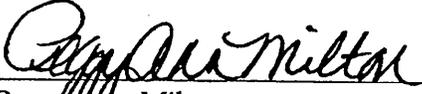

Michael F. Sweeney, Chairman
McLean County Board

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

Members Bostic/Selzer moved for adjournment until Tuesday, July 23, 2002 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 10:05 a.m.

Michael Sweeney
County Board Chairman



Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 18th day of June, 2002, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 8th day of July, 2002.



Peggy Ann Milton
McLean County Clerk