

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

November 21, 2000



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November 21, 2000

The McLean County Board met on Tuesday, November 21, 2000 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Gary Riss presiding.

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

The following Members answered to roll call:

Members Paul Segobiano, Joseph Sommer, Matt Sorensen, Michael Sweeney, Robert Arnold, Duffy Bass, Sue Berglund, Diane Bostic, Bill Emmett, George Gordon, Stan Hoselton, Adam Kinzinger, Parker Lawlis, Esaw Peterson, Jack Pokorney, Tari Renner, Ray Rodman, and Eugene Salch.

Proceedings of October Meeting:

The Proceedings of the October 17, 2000 meeting had been submitted to each Member of the County Board prior to this meeting. Members Segobiano/Sommer moved the County Board approve the Minutes as submitted. Acting-Clerk Clinton shows all Members present voting in favor of the Motion. Motion carried.

Consent Agenda:

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

The Consent Agenda read as follows:

CONSENT AGENDA:

A. County Highway Department – Jack Mitchell, Engineer

RESOLUTIONS:

- a) Approval of letting results from November 2, 2000 Township MFT and salt bid
- b) Approval of Sale of Surplus Vehicles and Equipment

AGREEMENTS:

- a) Appraisal Agreements with Mr. Jay Heap
 - 1) Arrowsmith Road - Sec. 99-00140-02-WR
 - 2) Towanda-Barnes Road – Sec. 98-113-03-FP
- b) Appraisal Agreement with Park-Stoutamoyer & Associates, Inc. for Towanda-Barnes Road – Sec. 98-00113-03-FP

B. Building & Zoning - Charles Wunder, Director

Zoning Cases: None

Subdivision Cases: None

C. Transfer Ordinances

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

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

APPOINTMENTS:

McLean County Regional Planning Commission

Ms. Sue Strang

C/O 211 West Jefferson Street

Bloomington, Illinois 61701

Appointed by the County of McLean

Appointed for a Three Year Term to Expire on

December 31, 2003

REAPPOINTMENTS

McLean County Cooperative Extension Board

Ms. P.A. "Sue" Berglund

1019 East Olive Street

Bloomington, Illinois 61701

One Year Term Expires on November 30, 2001

Law and Justice Commission Mobile Team Unit #8
Mr. Joseph Sommer
615 Sunrise Drive
Chenoa, Illinois 61726
One Year Term Expires on November 30, 2001

RESIGNATIONS:

NONE

- F. Approval of Resolutions of Congratulations and Commendation
- 1) Request for Approval of a Resolution of Congratulations
University High School Varsity Girl's Volleyball Team
 - 2) Request for Approval of a Resolution of the McLean County
Board in Recognition of John N. Stevens

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on November 7, 2000, for a letting held on November 2, 2000 for McLean County, and one (1) Township section, and;

WHEREAS, the Transportation Committee duly approved the bids on November 7, 2000.

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

MCLEAN COUNTY SECTION:

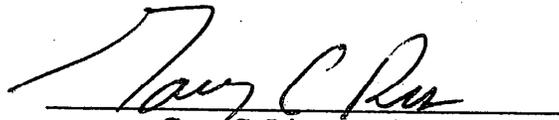
Morton Salt, Inc. Chicago, Illinois was the successful bidder:

McLean CountySec. 00-00000-00-GM GR 18 Rock Salt @ \$28.83 per ton for a total of \$86,490.00

2000 MFT MAINTENANCE SECTIONS:

Stark Materials Inc., Bloomington, Illinois was the successful bidder:

Downs R.D.Sec. 00-14000-00-GM GR 13 @ \$36,801.00



Gary C. Riss, 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 November 7, 2000.

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 27 day of November A.D., 2000.



County Clerk

[SEAL}

MCLEAN COUNTY HIGHWAY DEPARTMENT

CONTRACT SUMMARY

Contractor Name JAY M. HEAP & ASSOCIATES, LTD.		
Legal Address 310 WEST JEFFERSON STREET, P. O. BOX 390		
City, State, Zip MORRIS, ILLINOIS 60450		
Remittance Address 310 WEST JEFFERSON STREET, P. O. BOX 390		
City, State, Zip MORRIS, ILLINOIS 60450		
Telephone Number 815-942-2320	Fax Number 815-942-2642	IDHR Number (if required)
TIN Number (FEIN or SSN) 36-3803669		Form of Business (Use Codes found on Instructions) S CORP

Brief Description of Service (full description specified in Article 7) Perform Appraisals, Including Right Of Way Taking, Permanent Easements, and Temporary Construction Easements For Approximately Two (2) Parcels For The McLean County Highway Department. Arrowsmith Road (Illinois Route 9 To Arrowsmith, Illinois).			
Compensation Method (full details specified in Article 8)	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	This contract contains Professional and Artistic Services <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Contract Term From: November 1, 2000 To: February 1, 2001
Total Compensation Amount \$2,000	Travel Amount \$0	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Certification	Article	Req.	Certification	Article	Req.
Bribery.....	6-90	<input checked="" type="checkbox"/>	International Anti-Boycott.....	6-120	<input checked="" type="checkbox"/>
Bid Rigging or Rotating.....	6-110	<input checked="" type="checkbox"/>	Multiyear Contracts Approp. Contingency.....	3-30	<input checked="" type="checkbox"/>
Conflict of Interest.....	6-20	<input checked="" type="checkbox"/>	Negotiations.....	6-30	<input checked="" type="checkbox"/>
Discrimination.....	2-20	<input checked="" type="checkbox"/>	Non-Solicitation.....	3-40	<input checked="" type="checkbox"/>
Drug Free Workplace.....	6-130	<input checked="" type="checkbox"/>	Records Preservation.....	3-70	<input checked="" type="checkbox"/>
Dues/Fees to Clubs which Discriminate.....	2-30	<input checked="" type="checkbox"/>	Revolving Door.....	6-50	<input checked="" type="checkbox"/>
Education Loan Default.....	6-100	<input checked="" type="checkbox"/>	Subcontracting.....	3-90	<input checked="" type="checkbox"/>
Felony Conviction.....	6-10	<input checked="" type="checkbox"/>	Tax Exempt.....	2-70	<input checked="" type="checkbox"/>
Human Rights Number.....	2-50	<input checked="" type="checkbox"/>	Architect, Engineer, LS Qual. Based Selection.....	5-200	<input type="checkbox"/>
Inducements.....	6-40	<input checked="" type="checkbox"/>	Response Contractors Indemnification Fund.....	5-160	<input type="checkbox"/>
Insider Information.....	6-80	<input checked="" type="checkbox"/>	Steel Procurement.....	5-190	<input type="checkbox"/>

SIGNATURES

By signing below, CONTRACTOR and DEPARTMENT agree to comply with and abide by all provisions of Articles 1-8 and all Appendices thereto. CONTRACTOR certifies, under penalty of perjury, that the name, taxpayer identification number, and legal status set forth above, are true and correct. CONTRACTOR, by signing below, certifies to all Assurances, Certifications, and Disclosures as set forth in Articles 1-7, and Articles A, B, and C, which are attached hereto and made a part hereof.

<p>FOR THE CONTRACTOR:</p> <p>_____ Signature of Authorized Representative</p>	<p>JAY M. HEAP</p> <p>_____ Type or Print Name of Authorized Representative</p>	<p style="text-align: right;"><u>10-20-2000</u></p> <p style="text-align: right;">Date</p>
<p>FOR THE DEPARTMENT:</p>	<p>_____ JOHN E. MITCHELL, COUNTY ENGINEER</p>	<p style="text-align: right;"><u>11-25-00</u></p> <p style="text-align: right;">Date</p>
	<p>_____ GARY C. RISS, COUNTY BOARD CHAIRMAN</p>	<p style="text-align: right;">Date</p>

MCLEAN COUNTY HIGHWAY DEPARTMENT

HIGHWAYS

LAND ACQUISITION

CONTRACT FOR APPRAISAL SERVICES

This contract is by and between

JAY M. HEAP & ASSOCIATES, LTD.

Please type or print legibly CONTRACTOR'S legal name and address

310 WEST JEFFERSON STREET

P. O. BOX 390

MORRIS, ILLINOIS 60450

hereinafter called the CONTRACTOR, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT. All references in this contract to the Department shall mean the McLean County Highway Department.

Article 1	Scope/Compensation/Term
Article 2	General Provisions
Article 3	Obligations/Prohibitions
Article 4	Federally Funded Contracts
Article 5	Specific Provisions
Article 6	Ethical Standards
Article 7	Scope of Services/Responsibilities
Article 8	Compensation for Services

ARTICLE 1

SCOPE / COMPENSATION / TERM

1-10. **Scope of Services and Responsibilities.** The DEPARTMENT requires service(s) which the CONTRACTOR shall perform as specified in Article 7. The DEPARTMENT'S responsibilities, if any, are as specified in Article 7.

1-20. **Compensation.** The CONTRACTOR shall be compensated as specified in Article 8.

1-30. **Term of Contract.** The term of this contract shall be from November 1, 2000 to February 1, 2001.

1-40. **Amendments.** All changes to this contract must be mutually agreed upon by CONTRACTOR and DEPARTMENT and be incorporated by written amendment, signed by the parties to this contract.

1-50. **Renewal.** This contract may not be renewed.

ARTICLE 2 GENERAL PROVISIONS

2-10. **Changes.** If any certification made by CONTRACTOR or term or condition in this contract changes, CONTRACTOR must notify the DEPARTMENT in writing within seven days.

2-20. **Discrimination.** CONTRACTOR agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5).

2-30. **Dues/Fees to Clubs which Discriminate.** CONTRACTOR certifies that CONTRACTOR is not prohibited from selling goods or services to the State of Illinois because CONTRACTOR pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates in violation of the Discriminatory Club Act (775 ILCS 25).

2-40. **Foreign Corporation.** Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

2-50. **Human Rights Number.** (Contracts subject to competitive bidding only) CONTRACTOR certifies that at the time CONTRACTOR submitted a bid on this contract, if this contract is subject to competitive bidding as provided for in 44 Illinois Administrative Code 750.210, CONTRACTOR had an Illinois Department of Human Rights prequalification number or had a properly completed application for same on file with the Illinois Department of Human Rights.

2-60. **Sexual Harassment Policy.** CONTRACTOR certifies that CONTRACTOR has a written sexual harassment policy as required by 775 ILCS 5/2-105(A)(4).

2-70. **Tax Exempt.** The State of Illinois qualifies for Tax-Free transactions under Chapter 32 of the Internal Revenue Code Certificate of Registry 3781-0001K, United States Treasury Department. The Illinois Department of Transportation Tax Exempt I.D. Number is E9986-2522-03.

Highways

ARTICLE 3 OBLIGATIONS / PROHIBITIONS

3-10. **Compliance/Governing Law.** The terms of this contract shall be construed in accordance with the laws of the State of Illinois. CONTRACTOR'S obligations and services performed under this contract shall be performed in compliance with all applicable state and federal laws.

3-20. **Indemnification.** The CONTRACTOR shall indemnify and save harmless the DEPARTMENT from any claims against, or liabilities incurred by the CONTRACTOR of any type or nature to any person, firm or corporation, to the extent that such claim or liability arises from the CONTRACTOR'S wrongful or negligent performance of the activities provided for in this contract.

3-30. **Non-Appropriation.** This contract is subject to termination and cancellation in any year in which the General Assembly fails to make an appropriation to make payments under the terms of the contract.

3-40. **Non-Solicitation.** CONTRACTOR certifies that CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this contract and that CONTRACTOR has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this certification, the DEPARTMENT shall have the right to terminate this contract, or at its discretion, to deduct from CONTRACTOR'S compensation the amount of the commission, percentage, brokerage fee, gift, contingent fee or other compensation.

3-50. **Publicity.** CONTRACTOR shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the DEPARTMENT nor shall the DEPARTMENT'S name be used in any such advertisement or solicitation without prior written approval except as required by law.

3-60. **Records Inspection.** The State or a designated representative shall have access to CONTRACTOR'S work and applicable records whenever it is in preparation or progress, and the CONTRACTOR shall provide for such access and inspection.

3-70. Records Preservation. The CONTRACTOR, in compliance with the Illinois Procurement Code (30 ILCS 500), shall maintain for a minimum of three years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and/or the DEPARTMENT and the federal funding entity (when applicable), and the CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General and/or the DEPARTMENT and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

3-80. Status of Contractor. Services provided by the CONTRACTOR pursuant to this contract shall be as an independent contractor, and the CONTRACTOR shall not be considered to be an employee of the Illinois Department of Transportation or the State of Illinois.

3-90. Subcontracting/Employment of Department Personnel/Solicitation of Department Employees. Subcontracting, assignment or transfer of all or part of the interests of the CONTRACTOR concerning any of the obligations covered by this contract is prohibited without prior written consent of the DEPARTMENT. In the event the DEPARTMENT gives such written consent, all terms and conditions of this contract shall apply and bind the party to whom work is subcontracted.

CONTRACTOR will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this contract.

ARTICLE 4

FEDERALLY FUNDED CONTRACTS

This Article shall be applicable only to federally funded contracts.

4-10. Certification Regarding Lobbying. CONTRACTOR certifies compliance with Section 319 of Public Law 101-102 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any

person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of a cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

CONTRACTOR further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite to making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR also agrees that CONTRACTOR shall require that the language of this certification will be included in all lower tier subcontracts and that all subcontractors, will certify and disclose accordingly.

4-20. Civil Rights. CONTRACTOR shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

4-30. Control of Property. CONTRACTOR certifies that the control, utilization, and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

4-40. Cost Principles. The cost principles of this contract are governed by the cost principles found in Title 48, Code of Federal Regulations, subpart 31; and all costs included in this contract are allowable under Title 48, Code of Federal Regulations, part 31.

4-50. Debarment. CONTRACTOR certifies that to the best of its knowledge and belief, CONTRACTOR and CONTRACTOR'S principals: a) are

not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this contract have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 5-40(b); (d) have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The inability of a prospective contractor to certify to the certification in this section will not necessarily result in denial of participation in this contract. The prospective contractor shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate the contract for cause. The CONTRACTOR shall provide immediate written notice to the DEPARTMENT if at any time the CONTRACTOR learns that its certification was erroneous by reason of changed circumstances. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this Article shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The CONTRACTOR agrees that it shall not knowingly enter into any lower tier covered transaction when a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized, in writing by the DEPARTMENT. The CONTRACTOR agrees that it will include the clause titled "certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the DEPARTMENT, without modification, in all lower-

tier covered transactions and in all solicitations for lower-tier covered transactions. The CONTRACTOR may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless CONTRACTOR knows the certification is erroneous. CONTRACTOR may decide the method and frequency by which it determines the eligibility of its principals. Each CONTRACTOR may, but is not required to, check the Nonprocurement List. If a CONTRACTOR knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate the contract for cause or default.

Nothing contained in Section 4-50 shall be construed to require establishment of a system of records in order to render in good faith the certification required by section 4-50. The knowledge and information of a CONTRACTOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ARTICLE 5 SPECIFIC PROVISIONS

5-10. Invoices. The amount shown on each invoice shall be in accordance with the rates established in Article 8. All non-labor costs, if allowable, shall be listed and itemized as provided in Article 8.

Any invoices/bills issued by the CONTRACTOR to the DEPARTMENT pursuant to this contract shall be sent to the following address:

McLean County Highway Department
Rural Route 1 - Box 85
Bloomington, Illinois 61704

All invoices shall be signed by the CONTRACTOR and shall set forth the CONTRACTOR'S Taxpayer Identification Number.

5-20. Billing and Payment. All invoices for services performed and expenses incurred by CONTRACTOR prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31

of that same year for payment under this contract. Notwithstanding any other provision of this contract, the DEPARTMENT shall not be obligated to make payment to CONTRACTOR on invoices presented after said date. Failure by CONTRACTOR to present such invoices prior to said date may require CONTRACTOR to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this contract. The DEPARTMENT will send all payments to the CONTRACTOR remittance address listed on the Contract Summary page.

5-30. Termination. If the DEPARTMENT is dissatisfied with the CONTRACTOR's performance or believes that there has been a substantial decrease in the CONTRACTOR's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the CONTRACTOR within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the contract by giving seven (7) days written notice to the CONTRACTOR. Additionally, the CONTRACTOR may terminate the contract by giving thirty (30) days written notice. In either instance, the CONTRACTOR shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the contract.

5-40. Location of Service. Service to be performed by the CONTRACTOR shall be performed as described in Article 7.

5-50. Overtime.
[Not applicable to this contract.]

5-60. Prevailing Wage.
[Not applicable to this contract.]

5-70. Insurance.
[Not applicable to this contract.]

5-80. Performance Bond.
[Not applicable to this contract.]

5-90. Ownership of Documents/Title to Work. All documents, data and records produced by CONTRACTOR in carrying out CONTRACTOR's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the MCLEAN COUNTY HIGHWAY DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or

limitation and without additional compensation to CONTRACTOR. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this contract, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by CONTRACTOR.

5-100. Software.
[Not applicable to this contract.]

5-110. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by CONTRACTOR pursuant to this contract shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by CONTRACTOR from the DEPARTMENT in connection with the performance of services pursuant to this contract shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

5-120. Reporting/Consultation. CONTRACTOR shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this contract.

5-130. Attorneys/Court Reporters.
[Not applicable to this contract.]

5-140. Inability to Perform.
[Not applicable to this contract.]

5-150. Travel Expenses. No expenses for travel, lodging or per diem shall be paid by the DEPARTMENT pursuant to this contract.

5-160. Response Contractors Indemnification Fund (Hazardous Materials Contracts Only).
[Not applicable to this contract.]

5-170. Liquidated Damages.
[Not applicable to this contract.]

5-180. Free or Reduced Rate Cartage.
[Not applicable to this contract.]

5-190. Steel Procurement.
[Not applicable to this contract.]

**5-200. Architect, Engineer, Land Surveyor
Qualification Based Selection.**

[Not applicable to this contract.]

**ARTICLE 6
ETHICAL STANDARDS**

The assurances hereinafter made by the CONTRACTOR are each a material representation of fact upon which reliance is placed by the DEPARTMENT in entering into this contract. The DEPARTMENT may terminate the contract if it is later determined that the CONTRACTOR rendered a false or erroneous assurance, and the surety, if any, providing the performance bond shall be responsible for the completion of the contract.

6-10. Felons. Section 50-10 of the Illinois Procurement Code provides that unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until five years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-10 of the Code.

6-20. Conflicts of Interest. Section 50-13 of the Illinois Procurement Code provides that: (a) it is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority; (b) that it is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive: (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein;

(c) that it is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of two times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor can be found in the Disclosure Forms.

CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-13 of the Code, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the DEPARTMENT upon request.

6-30. Negotiations. Section 50-15 of the Illinois Procurement Code provides, in pertinent part that: (a) it is unlawful for any person employed in or on a continual contractual relationship with any of the officers or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment. CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-15, and that CONTRACTOR has no knowledge of any facts relevant to the kind of acts prohibited by Section 50-15.

6-40. Inducements. Section 50-25 of the Illinois Procurement Code provides that any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid

on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding on a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony. CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-25 of the Code, and that the CONTRACTOR has no knowledge of any facts relevant to the kind of acts prohibited by Section 50-25.

6-50. Revolving Door Prohibition. Section 50-30 of the Illinois Procurement Code provides that Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of two years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to those persons who terminate an affected position on or after January 15, 1999. CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-30 of the Code, and that CONTRACTOR has no knowledge of any facts relevant to the kinds of acts prohibited therein.

6-60. Reporting Anticompetitive Practices. Section 50-40 of the Illinois Procurement Code provides that when, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer. CONTRACTOR certifies that CONTRACTOR has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve this contract and any bid submitted thereon.

6-70. Confidentiality. Section 50-45 of the Illinois Procurement Code provides that any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the

procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel Code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution. CONTRACTOR certifies that CONTRACTOR has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve this contract and any bid submitted thereon.

6-80. Insider Information. Section 50-50 of the Illinois Procurement Code provides that it is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person. CONTRACTOR certifies that CONTRACTOR has no knowledge of any fact relevant to the practices addressed in Section 50-50 which may involve this contract and any bid submitted thereon.

6-90. Bribery. Section 50-5 of the Illinois Procurement Code provides that: (a) no person or business shall be awarded a contract or subcontract under this Code who: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business, and: (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

Every bid submitted to and contract executed by the State shall contain a certification by the CONTRACTOR that the CONTRACTOR is not barred from being awarded a contract or subcontract under

this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony. The CONTRACTOR certifies that CONTRACTOR is not barred from being awarded a contract under Section 50-5.

6-100. Educational Loan. The Educational Loan Default Act provides that no State agency shall contract with an individual for goods or services if that individual is in default, as defined by Section 2 of this Act, on an educational loan. Any contract used by a State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section. The CONTRACTOR, if an individual as opposed to a corporation, partnership, or other form of business organization, certifies that CONTRACTOR is not in default on an educational loan as provided in Section 3 of the Act.

6-110. Bid Rigging/Bid Rotating. Section 33E-11 of the Criminal Code of 1961 provides: (a) that every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Code. The state and units of local government shall provide appropriate forms for such certification.

A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation, and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides

that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

The CONTRACTOR certifies that the CONTRACTOR is not barred from contracting with the DEPARTMENT by reason of a violation of either Section 33E-3 or Section 33E-4.

6-120. International Anti-Boycott. Section 5 of the International Anti-Boycott Certification Act provides that every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The CONTRACTOR makes the certification set forth in Section 5 of the Act.

6-130. Drug Free Workplace. The Illinois Drug Free Workplace Act applies to this contract and it is necessary to comply with the provisions of the Act if the CONTRACTOR is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

The CONTRACTOR certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the CONTRACTOR'S workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of

employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the CONTRACTOR'S policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations; (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace; (d) Notifying the DEPARTMENT within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace; (e) Imposing or requiring, within thirty (30) days after receiving such notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance program approved by a federal, state, or local health, law enforcement, or other appropriate agency; (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place; (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

6-140. Early Retirement Pursuant to 30 ILCS 105/15a, the CONTRACTOR certifies that he/she has informed the Secretary of Transportation in writing if he/she was formerly employed by the DEPARTMENT and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. The CONTRACTOR acknowledges and agrees that if such early retirement incentive was received, this contract is not valid unless the official executing the contract has made the appropriate filing with the Auditor General prior to execution.

ARTICLE 7

SCOPE OF SERVICE/RESPONSIBILITIES

The services of this contract includes certain appraisal activities at the rate and in the manner described in Article 8.

Highways

Appraisal reports called for in said Article 8 will be prepared independently of any other appraiser employed under a similar contract to furnish appraisal services on said project and personally by the following named individual or individuals whose qualifications have been approved by DEPARTMENT:

JAY M. HEAP

CONTRACTOR acknowledges for self and the individual or individuals designated above that they are familiar with the contents of the certification attached hereto as Exhibit A and agrees that the individual or individuals designated above as preparing the appraisal report will execute such a certification for each parcel appraised as well as personally making a physical inspection of said parcel.

It is understood that appearances in court and pretrial conferences may be required in relation to the appraisal services called for herein and it is agreed that such appearance or appearances shall be made upon request of DEPARTMENT or its trial counsel.

CONTRACTOR will not furnish a copy of any appraisal or the findings or results contained therein to any other person or agency unless authorized by DEPARTMENT or upon court order. The DEPARTMENT reserves the right to provide a copy of the completed appraisals to the property owner or their designated representative.

Appraisal reports will be fully documented and contain the fair market value of the whole property, the fair market value of the property taken (including improvements) as part of the whole, the fair market value of the remainder before and after the taking, the damage to the remainder, the compensation for easements and the total compensation. The DEPARTMENT may request a listing and allocation of value for tenant-owned improvements.

DEPARTMENT reserves the right to employ a specialist or specialists to prepare a separate valuation of machinery or other specialty items for use in preparation of the appraisal reports by CONTRACTOR. Such valuation or other data shall be the property of the DEPARTMENT and may be made available to CONTRACTOR or others for analysis and incorporation into appraisal reports as may be deemed appropriate by

CONTRACTOR or others under any other contract for appraisal services.

Any dispute concerning a question of fact arising under this contract shall be decided by the district engineer for DEPARTMENT accepting this contract and such decision shall be final and conclusive.

In the event this contract is accepted, it shall be effective as of the date it is accepted by the district engineer for DEPARTMENT and shall be binding on CONTRACTOR, CONTRACTOR'S executors, administrators, successors or assigns, as may be applicable. No services will be paid which are performed prior to the date of acceptance by the district engineer.

The CONTRACTOR in agreeing to the provisions of this contract and in making the certifications required is doing so on behalf of the contracting entity and its officers and each individual authorized to do work for the DEPARTMENT under this contract.

DEPARTMENT will furnish to CONTRACTOR prescribed appraisal report forms, parcel plats, legal descriptions, title report or evidence of ostensible ownership and a statement of items generally noncompensable under the law of Illinois.

ARTICLE 8 COMPENSATION FOR SERVICES

Invoices for appraisal services will be submitted for payment, in duplicate, through the district engineer for DEPARTMENT accepting this contract and will show the route, construction section, county, job number, project number, and parcel number or numbers. Invoices for services in connection with pre-trial conferences and court testimony will show the rates indicated in this Article and, in addition, will include a statement of the nature of services performed and amount of time thereon.

- A. An appraisal report on each of the following parcels consisting of an original and one (1) copy prepared on the standard Appraisal Report Form (BRW 742), Valuation Report Form (BRW 229), or in such form as may be approved. Completed appraisal reports will be delivered to the district engineer of DEPARTMENT accepting this contract within a reasonable time and in no event more than Ninety (90) days after the date of such acceptance. CONTRACTOR, in establishing

his fee for these appraisal services, should take into consideration that the DEPARTMENT may request a listing and allocation of value, of any and all tenant-owned improvements.

Parcel Number	Report Form No.	Rate
ALL	BRW 229	
2	TOTALS	\$2,000

- B. Rate each half day or fraction thereof for time spent in pre-trial conferences \$100.00/Hour
- C. Rate each half day or fraction thereof for time spent in court \$250.00 Minimum
\$400.00 For 1/2 Day
\$800 For Full Day

*Note: The fees quoted for pre-trial conferences and court appearances will be paid as an incidental expense separate from the total dollars indicated in this contract. These fees will be coded as court costs charged to the appropriate project.

MCLEAN COUNTY HIGHWAY DEPARTMENT

Contract Summary

TO BE COMPLETED BY THE CONTRACTOR

Contractor Name Jay M. Heap and Associates, LTD.		
Legal Address 310 West Jefferson Street, P. O. Box 390		
City, State, Zip Morris, Illinois 60450		
Remittance Address 310 West Jefferson Street, P. O. Box 390		
City, State, Zip Morris, IL 60450		
Telephone Number 815-942-2320	Fax Number 815-942-2642	IDHR Number (if required)
TIN Number (FEIN or SSN) 36-3803669	[REDACTED]	Form of Business (Use Codes found on Instructions)

TO BE COMPLETED BY THE DEPARTMENT

Brief Description of Service (full description specified in Article 7) Provide appraisal services for the acquisition of property needed for highway purposes.			
Compensation Method (full details specified in Article 8) Schedule Of Rates	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	This contract contains Professional and Artistic Services <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Contract Term From: November 21, 2000 To: February 21, 2001
Total Compensation Amount \$13,750.00	Travel Amount \$0.00	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<u>Certification</u>	<u>Article</u>	<u>Req.</u>	<u>Certification</u>	<u>Article</u>	<u>Req.</u>
Bribery.....	6-90	<input checked="" type="checkbox"/>	International Anti-Boycott.....	6-120	<input checked="" type="checkbox"/>
Bid Rigging or Rotating.....	6-110	<input checked="" type="checkbox"/>	Multiyear Contracts Approp. Contingency.....	3-30	<input checked="" type="checkbox"/>
Conflict of Interest.....	6-20	<input checked="" type="checkbox"/>	Negotiations.....	6-30	<input checked="" type="checkbox"/>
Discrimination.....	2-20	<input checked="" type="checkbox"/>	Non-Solicitation.....	3-40	<input checked="" type="checkbox"/>
Drug Free Workplace.....	6-130	<input checked="" type="checkbox"/>	Records Preservation.....	3-70	<input checked="" type="checkbox"/>
Dues/Fees to Clubs which Discriminate.....	2-30	<input checked="" type="checkbox"/>	Revolving Door.....	6-50	<input checked="" type="checkbox"/>
Education Loan Default.....	6-100	<input checked="" type="checkbox"/>	Subcontracting.....	3-90	<input checked="" type="checkbox"/>
Felony Conviction.....	6-10	<input checked="" type="checkbox"/>	Tax Exempt.....	2-70	<input checked="" type="checkbox"/>
Human Rights Number.....	2-50	<input checked="" type="checkbox"/>	Architect, Engineer, LS Qual. Based Selection.....	5-200	<input type="checkbox"/>
Inducements.....	6-40	<input checked="" type="checkbox"/>	Response Contractors Indemnification Fund.....	5-160	<input type="checkbox"/>
Insider Information.....	6-80	<input checked="" type="checkbox"/>	Steel Procurement.....	5-190	<input type="checkbox"/>

SIGNATURES

By signing below, CONTRACTOR and DEPARTMENT agree to comply with and abide by all provisions of Articles 1-8 and all Appendices thereto. CONTRACTOR certifies, under penalty of perjury, that the name, taxpayer identification number, and legal status set forth above, are true and correct. CONTRACTOR, by signing below, certifies to all Assurances, Certifications, and Disclosures as set forth in Articles 1-7, and Articles A, B, and C, which are (for Bid Contracts only) made a part hereof.

FOR THE CONTRACTOR:



Signature of Authorized Representative

JAY M. HEAP

Type or Print Name of Authorized Representative

10-30-2000

Date

FOR THE DEPARTMENT:



JOHN E. MITCHELL, MCLEAN COUNTY ENGINEER

11-21-00

Date

GARY C. RISS, MCLEAN COUNTY BOARD
CHAIRMAN

Date

MCLEAN COUNTY HIGHWAY DEPARTMENT

HIGHWAYS

LAND ACQUISITION

CONTRACT FOR APPRAISAL SERVICES

This contract is by and between

JAY M. HEAP & ASSOCIATES, LTD.

Please type or print legibly CONTRACTOR'S legal name and address

310 WEST JEFFERSON STREET

P. O. BOX 390

MORRIS, ILLINOIS 60450

hereinafter called the CONTRACTOR, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT. All references in this contract to the Department shall mean the McLean County Highway Department.

Article 1	Scope/Compensation/Term
Article 2	General Provisions
Article 3	Obligations/Prohibitions
Article 4	Federally Funded Contracts
Article 5	Specific Provisions
Article 6	Ethical Standards
Article 7	Scope of Services/Responsibilities
Article 8	Compensation for Services

ARTICLE 1

SCOPE / COMPENSATION / TERM

1-10. Scope of Services and Responsibilities. The DEPARTMENT requires service(s) which the CONTRACTOR shall perform as specified in Article 7. The DEPARTMENT'S responsibilities, if any, are as specified in Article 7.

1-20. Compensation. The CONTRACTOR shall be compensated as specified in Article 8.

1-30. Term of Contract. The term of this contract shall be from November 1, 2000 to February 1, 2001.

1-40. Amendments. All changes to this contract must be mutually agreed upon by CONTRACTOR and DEPARTMENT and be incorporated by written amendment, signed by the parties to this contract.

1-50. Renewal. This contract may not be renewed.

ARTICLE 2 GENERAL PROVISIONS

2-10. Changes. If any certification made by CONTRACTOR or term or condition in this contract changes, CONTRACTOR must notify the DEPARTMENT in writing within seven days.

2-20. Discrimination. CONTRACTOR agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5).

2-30. Dues/Fees to Clubs which Discriminate. CONTRACTOR certifies that CONTRACTOR is not prohibited from selling goods or services to the State of Illinois because CONTRACTOR pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates in violation of the Discriminatory Club Act (775 ILCS 25).

2-40. Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

2-50. Human Rights Number. (Contracts subject to competitive bidding only) CONTRACTOR certifies that at the time CONTRACTOR submitted a bid on this contract, if this contract is subject to competitive bidding as provided for in 44 Illinois Administrative Code 750.210, CONTRACTOR had an Illinois Department of Human Rights prequalification number or had a properly completed application for same on file with the Illinois Department of Human Rights.

2-60. Sexual Harassment Policy. CONTRACTOR certifies that CONTRACTOR has a written sexual harassment policy as required by 775 ILCS 5/2-105(A)(4).

2-70. Tax Exempt. The State of Illinois qualifies for Tax-Free transactions under Chapter 32 of the Internal Revenue Code Certificate of Registry 3781-0001K, United States Treasury Department. The Illinois Department of Transportation Tax Exempt I.D. Number is E9986-2522-03.

ARTICLE 3 OBLIGATIONS / PROHIBITIONS

3-10. Compliance/Governing Law. The terms of this contract shall be construed in accordance with the laws of the State of Illinois. CONTRACTOR'S obligations and services performed under this contract shall be performed in compliance with all applicable state and federal laws.

3-20. Indemnification. The CONTRACTOR shall indemnify and save harmless the DEPARTMENT from any claims against, or liabilities incurred by the CONTRACTOR of any type or nature to any person, firm or corporation, to the extent that such claim or liability arises from the CONTRACTOR'S wrongful or negligent performance of the activities provided for in this contract.

3-30. Non-Appropriation. This contract is subject to termination and cancellation in any year in which the General Assembly fails to make an appropriation to make payments under the terms of the contract.

3-40. Non-Solicitation. CONTRACTOR certifies that CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this contract and that CONTRACTOR has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this certification, the DEPARTMENT shall have the right to terminate this contract, or at its discretion, to deduct from CONTRACTOR'S compensation the amount of the commission, percentage, brokerage fee, gift, contingent fee or other compensation.

3-50. Publicity. CONTRACTOR shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the DEPARTMENT nor shall the DEPARTMENT'S name be used in any such advertisement or solicitation without prior written approval except as required by law.

3-60. Records Inspection. The State or a designated representative shall have access to CONTRACTOR'S work and applicable records whenever it is in preparation or progress, and the CONTRACTOR shall provide for such access and inspection.

3-70. Records Preservation. The CONTRACTOR, in compliance with the Illinois Procurement Code (30 ILCS 500), shall maintain for a minimum of three years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and/or the DEPARTMENT and the federal funding entity (when applicable), and the CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General and/or the DEPARTMENT and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

3-80. Status of Contractor. Services provided by the CONTRACTOR pursuant to this contract shall be as an independent contractor, and the CONTRACTOR shall not be considered to be an employee of the Illinois Department of Transportation or the State of Illinois.

3-90. Subcontracting/Employment of Department Personnel/Solicitation of Department Employees. Subcontracting, assignment or transfer of all or part of the interests of the CONTRACTOR concerning any of the obligations covered by this contract is prohibited without prior written consent of the DEPARTMENT. In the event the DEPARTMENT gives such written consent, all terms and conditions of this contract shall apply and bind the party to whom work is subcontracted.

CONTRACTOR will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this contract.

ARTICLE 4

FEDERALLY FUNDED CONTRACTS

This Article shall be applicable only to federally funded contracts.

4-10. Certification Regarding Lobbying. CONTRACTOR certifies compliance with Section 319 of Public Law 101-102 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any

person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of a cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

CONTRACTOR further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite to making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR also agrees that CONTRACTOR shall require that the language of this certification will be included in all lower tier subcontracts and that all subcontractors, will certify and disclose accordingly.

4-20. Civil Rights. CONTRACTOR shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

4-30. Control of Property. CONTRACTOR certifies that the control, utilization, and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

4-40. Cost Principles. The cost principles of this contract are governed by the cost principles found in Title 48, Code of Federal Regulations, subpart 31; and all costs included in this contract are allowable under Title 48, Code of Federal Regulations, part 31.

4-50. Debarment. CONTRACTOR certifies that to the best of its knowledge and belief, CONTRACTOR and CONTRACTOR'S principals: a) are

not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this contract have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 5-40(b); (d) have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The inability of a prospective contractor to certify to the certification in this section will not necessarily result in denial of participation in this contract. The prospective contractor shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate the contract for cause. The CONTRACTOR shall provide immediate written notice to the DEPARTMENT if at any time the CONTRACTOR learns that its certification was erroneous by reason of changed circumstances. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this Article shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The CONTRACTOR agrees that it shall not knowingly enter into any lower tier covered transaction when a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized, in writing by the DEPARTMENT. The CONTRACTOR agrees that it will include the clause titled "certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the DEPARTMENT, without modification, in all lower-

tier covered transactions and in all solicitations for lower-tier covered transactions. The CONTRACTOR may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless CONTRACTOR knows the certification is erroneous. CONTRACTOR may decide the method and frequency by which it determines the eligibility of its principals. Each CONTRACTOR may, but is not required to, check the Nonprocurement List. If a CONTRACTOR knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate the contract for cause or default.

Nothing contained in Section 4-50 shall be construed to require establishment of a system of records in order to render in good faith the certification required by section 4-50. The knowledge and information of a CONTRACTOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ARTICLE 5 SPECIFIC PROVISIONS

5-10. Invoices. The amount shown on each invoice shall be in accordance with the rates established in Article 8. All non-labor costs, if allowable, shall be listed and itemized as provided in Article 8.

Any invoices/bills issued by the CONTRACTOR to the DEPARTMENT pursuant to this contract shall be sent to the following address:

McLean County Highway Department
Rural Route 1 - Box 85
Bloomington, Illinois 61704

All invoices shall be signed by the CONTRACTOR and shall set forth the CONTRACTOR'S Taxpayer Identification Number.

5-20. Billing and Payment. All invoices for services performed and expenses incurred by CONTRACTOR prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31

of that same year for payment under this contract. Notwithstanding any other provision of this contract, the DEPARTMENT shall not be obligated to make payment to CONTRACTOR on invoices presented after said date. Failure by CONTRACTOR to present such invoices prior to said date may require CONTRACTOR to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this contract. The DEPARTMENT will send all payments to the CONTRACTOR remittance address listed on the Contract Summary page.

5-30. Termination. If the DEPARTMENT is dissatisfied with the CONTRACTOR's performance or believes that there has been a substantial decrease in the CONTRACTOR's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the CONTRACTOR within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the contract by giving seven (7) days written notice to the CONTRACTOR. Additionally, the CONTRACTOR may terminate the contract by giving thirty (30) days written notice. In either instance, the CONTRACTOR shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the contract.

5-40. Location of Service. Service to be performed by the CONTRACTOR shall be performed as described in Article 7.

5-50. Overtime.
[Not applicable to this contract.]

5-60. Prevailing Wage.
[Not applicable to this contract.]

5-70. Insurance.
[Not applicable to this contract.]

5-80. Performance Bond.
[Not applicable to this contract.]

5-90. Ownership of Documents/Title to Work. All documents, data and records produced by CONTRACTOR in carrying out CONTRACTOR's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the MCLEAN COUNTY HIGHWAY DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or

limitation and without additional compensation to CONTRACTOR. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this contract, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by CONTRACTOR.

5-100. Software.
[Not applicable to this contract.]

5-110. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by CONTRACTOR pursuant to this contract shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by CONTRACTOR from the DEPARTMENT in connection with the performance of services pursuant to this contract shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

5-120. Reporting/Consultation. CONTRACTOR shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this contract.

5-130. Attorneys/Court Reporters.
[Not applicable to this contract.]

5-140. Inability to Perform.
[Not applicable to this contract.]

5-150. Travel Expenses. No expenses for travel, lodging or per diem shall be paid by the DEPARTMENT pursuant to this contract.

5-160. Response Contractors Indemnification Fund (Hazardous Materials Contracts Only).
[Not applicable to this contract.]

5-170. Liquidated Damages.
[Not applicable to this contract.]

5-180. Free or Reduced Rate Cartage.
[Not applicable to this contract.]

5-190. Steel Procurement.
[Not applicable to this contract.]

**5-200. Architect, Engineer, Land Surveyor
Qualification Based Selection.**

[Not applicable to this contract.]

**ARTICLE 6
ETHICAL STANDARDS**

The assurances hereinafter made by the CONTRACTOR are each a material representation of fact upon which reliance is placed by the DEPARTMENT in entering into this contract. The DEPARTMENT may terminate the contract if it is later determined that the CONTRACTOR rendered a false or erroneous assurance, and the surety, if any, providing the performance bond shall be responsible for the completion of the contract.

6-10. Felons. Section 50-10 of the Illinois Procurement Code provides that unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until five years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-10 of the Code.

6-20. Conflicts of Interest. Section 50-13 of the Illinois Procurement Code provides that: (a) it is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority; (b) that it is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive: (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein;

(c) that it is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of two times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor can be found in the Disclosure Forms.

CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-13 of the Code, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the DEPARTMENT upon request.

6-30. Negotiations. Section 50-15 of the Illinois Procurement Code provides, in pertinent part that: (a) it is unlawful for any person employed in or on a continual contractual relationship with any of the officers or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment. CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-15, and that CONTRACTOR has no knowledge of any facts relevant to the kind of acts prohibited by Section 50-15.

6-40. Inducements. Section 50-25 of the Illinois Procurement Code provides that any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid

on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding on a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony. CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-25 of the Code, and that the CONTRACTOR has no knowledge of any facts relevant to the kind of acts prohibited by Section 50-25.

6-50. Revolving Door Prohibition. Section 50-30 of the Illinois Procurement Code provides that Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of two years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to those persons who terminate an affected position on or after January 15, 1999. CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-30 of the Code, and that CONTRACTOR has no knowledge of any facts relevant to the kinds of acts prohibited therein.

6-60. Reporting Anticompetitive Practices. Section 50-40 of the Illinois Procurement Code provides that when, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer. CONTRACTOR certifies that CONTRACTOR has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve this contract and any bid submitted thereon.

6-70. Confidentiality. Section 50-45 of the Illinois Procurement Code provides that any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the

procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel Code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution. CONTRACTOR certifies that CONTRACTOR has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve this contract and any bid submitted thereon.

6-80. Insider Information. Section 50-50 of the Illinois Procurement Code provides that it is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person. CONTRACTOR certifies that CONTRACTOR has no knowledge of any fact relevant to the practices addressed in Section 50-50 which may involve this contract and any bid submitted thereon.

6-90. Bribery. Section 50-5 of the Illinois Procurement Code provides that: (a) no person or business shall be awarded a contract or subcontract under this Code who: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business, and: (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

Every bid submitted to and contract executed by the State shall contain a certification by the CONTRACTOR that the CONTRACTOR is not barred from being awarded a contract or subcontract under

this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony. The CONTRACTOR certifies that CONTRACTOR is not barred from being awarded a contract under Section 50-5.

6-100. Educational Loan. The Educational Loan Default Act provides that no State agency shall contract with an individual for goods or services if that individual is in default, as defined by Section 2 of this Act, on an educational loan. Any contract used by a State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section. The CONTRACTOR, if an individual as opposed to a corporation, partnership, or other form of business organization, certifies that CONTRACTOR is not in default on an educational loan as provided in Section 3 of the Act.

6-110. Bid Rigging/Bid Rotating. Section 33E-11 of the Criminal Code of 1961 provides: (a) that every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Code. The state and units of local government shall provide appropriate forms for such certification.

A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation, and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides

that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee or agent so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

The CONTRACTOR certifies that the CONTRACTOR is not barred from contracting with the DEPARTMENT by reason of a violation of either Section 33E-3 or Section 33E-4.

6-120. International Anti-Boycott. Section 5 of the International Anti-Boycott Certification Act provides that every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The CONTRACTOR makes the certification set forth in Section 5 of the Act.

6-130. Drug Free Workplace. The Illinois Drug Free Workplace Act applies to this contract and it is necessary to comply with the provisions of the Act if the CONTRACTOR is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

The CONTRACTOR certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the CONTRACTOR'S workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of

employment on such contract, the employee shall abide by the terms of the statement. and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the CONTRACTOR'S policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations; (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace; (d) Notifying the DEPARTMENT within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace; (e) Imposing or requiring, within thirty (30) days after receiving such notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance program approved by a federal, state, or local health, law enforcement, or other appropriate agency; (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place; (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

6-140. Early Retirement Pursuant to 30 ILCS 105/15a, the CONTRACTOR certifies that he/she has informed the Secretary of Transportation in writing if he/she was formerly employed by the DEPARTMENT and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. The CONTRACTOR acknowledges and agrees that if such early retirement incentive was received, this contract is not valid unless the official executing the contract has made the appropriate filing with the Auditor General prior to execution.

ARTICLE 7 SCOPE OF SERVICE/RESPONSIBILITIES

The services of this contract includes certain appraisal activities at the rate and in the manner described in Article 8.

Highways

Appraisal reports called for in said Article 8 will be prepared independently of any other appraiser employed under a similar contract to furnish appraisal services on said project and personally by the following named individual or individuals whose qualifications have been approved by DEPARTMENT:

JAY M. HEAP

CONTRACTOR acknowledges for self and the individual or individuals designated above that they are familiar with the contents of the certification attached hereto as Exhibit A and agrees that the individual or individuals designated above as preparing the appraisal report will execute such a certification for each parcel appraised as well as personally making a physical inspection of said parcel.

It is understood that appearances in court and pretrial conferences may be required in relation to the appraisal services called for herein and it is agreed that such appearance or appearances shall be made upon request of DEPARTMENT or its trial counsel.

CONTRACTOR will not furnish a copy of any appraisal or the findings or results contained therein to any other person or agency unless authorized by DEPARTMENT or upon court order. The DEPARTMENT reserves the right to provide a copy of the completed appraisals to the property owner or their designated representative.

Appraisal reports will be fully documented and contain the fair market value of the whole property, the fair market value of the property taken (including improvements) as part of the whole, the fair market value of the remainder before and after the taking, the damage to the remainder, the compensation for easements and the total compensation. The DEPARTMENT may request a listing and allocation of value for tenant-owned improvements.

DEPARTMENT reserves the right to employ a specialist or specialists to prepare a separate valuation of machinery or other specialty items for use in preparation of the appraisal reports by CONTRACTOR. Such valuation or other data shall be the property of the DEPARTMENT and may be made available to CONTRACTOR or others for analysis and incorporation into appraisal reports as may be deemed appropriate by

CONTRACTOR or others under any other contract for appraisal services.

Any dispute concerning a question of fact arising under this contract shall be decided by the district engineer for DEPARTMENT accepting this contract and such decision shall be final and conclusive.

In the event this contract is accepted, it shall be effective as of the date it is accepted by the district engineer for DEPARTMENT and shall be binding on CONTRACTOR, CONTRACTOR'S executors, administrators, successors or assigns, as may be applicable. No services will be paid which are performed prior to the date of acceptance by the district engineer.

The CONTRACTOR in agreeing to the provisions of this contract and in making the certifications required is doing so on behalf of the contracting entity and its officers and each individual authorized to do work for the DEPARTMENT under this contract.

DEPARTMENT will furnish to CONTRACTOR prescribed appraisal report forms, parcel plats, legal descriptions, title report or evidence of ostensible ownership and a statement of items generally noncompensable under the law of Illinois.

ARTICLE 8 COMPENSATION FOR SERVICES

Invoices for appraisal services will be submitted for payment, in duplicate, through the district engineer for DEPARTMENT accepting this contract and will show the route, construction section, county, job number, project number, and parcel number or numbers. Invoices for services in connection with pre-trial conferences and court testimony will show the rates indicated in this Article and, in addition, will include a statement of the nature of services performed and amount of time thereon.

- A. An appraisal report on each of the following parcels consisting of an original and one (1) copy prepared on the standard Appraisal Report Form (BRW 742), Valuation Report Form (BRW 229), or in such form as may be approved. Completed appraisal reports will be delivered to the district engineer of DEPARTMENT accepting this contract within a reasonable time and in no event more than ninety (90) days after the date of such acceptance. CONTRACTOR, in establishing

his fee for these appraisal services, should take into consideration that the DEPARTMENT may request a listing and allocation of value, of any and all tenant-owned improvements.

Parcel Number	Report Form No.	Rate
ALL	BRW 229	
11	TOTALS	\$13,750

- B. Rate each half day or fraction thereof for time spent in pre-trial conferences \$100.00/Hour
- C. Rate each half day or fraction thereof for time spent in court \$250.00 Minimum
\$400.00 For 1/2 Day
\$800 For Full Day

*Note: The fees quoted for pre-trial conferences and court appearances will be paid as an incidental expense separate from the total dollars indicated in this contract. These fees will be coded as court costs charged to the appropriate project.



Contract Summary

Contractor Name Park-Stoutamoyer & Associates, Inc.		
Legal Address 317 North Main Street		
City, State, Zip Bloomington, Illinois 61701		
Remittance Address 317 North Main Street		
City, State, Zip Bloomington, Illinois 61701		
Telephone Number (309) 829-3331	Fax Number (309) 828-1656	IDHR Number (if required)
TIN Number (FEIN or SSN) 37-1036185		Form of Business (Use Codes found on Instructions) Corp.

Brief Description of Service (full description specified in Article 7)
Perform review appraisals for 11 parcels for McLean County, Towanda Barnes Road between Illinois Route 9 and Fort Jesse Road.

Compensation Method (full details specified in Article 8)	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	This contract contains Professional and Artistic Services <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Contract Term From:
Total Compensation Amount \$ 4,600.00	Travel Amount \$	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To:

Certification	Article	Req.	Certification	Article	Req.
Bribery	6-90	<input checked="" type="checkbox"/>	International Anti-Boycott	6-120	<input checked="" type="checkbox"/>
Bid Rigging or Rotating	6-110	<input checked="" type="checkbox"/>	Multiyear Contracts Approp. Contingency	3-30	<input checked="" type="checkbox"/>
Conflict of Interest	6-20	<input checked="" type="checkbox"/>	Negotiations	6-30	<input checked="" type="checkbox"/>
Discrimination	2-20	<input checked="" type="checkbox"/>	Non-Solicitation	3-40	<input checked="" type="checkbox"/>
Drug Free Workplace	6-130	<input checked="" type="checkbox"/>	Records Preservation	3-70	<input checked="" type="checkbox"/>
Dues/Fees to Clubs which Discriminate	2-30	<input checked="" type="checkbox"/>	Revolving Door	6-50	<input checked="" type="checkbox"/>
Education Loan Default	6-100	<input checked="" type="checkbox"/>	Subcontracting	3-90	<input checked="" type="checkbox"/>
Felony Conviction	6-10	<input checked="" type="checkbox"/>	Tax Exempt	2-70	<input checked="" type="checkbox"/>
Human Rights Number	2-50	<input checked="" type="checkbox"/>	Architect, Engineer, LS Qual. Based Selection	5-200	<input type="checkbox"/>
Inducements	6-40	<input checked="" type="checkbox"/>	Response Contractors Indemnification Fund	5-160	<input type="checkbox"/>
Insider Information	6-80	<input checked="" type="checkbox"/>	Steel Procurement	5-190	<input type="checkbox"/>

SIGNATURES

By signing below, CONTRACTOR and DEPARTMENT agree to comply with and abide by all provisions of Articles 1-8 and all Appendices thereto. CONTRACTOR certifies, under penalty of perjury, that the name, taxpayer identification number, and legal status set forth above, are true and correct. CONTRACTOR, by signing below, certifies to all Assurances, Certifications, and Disclosures as set forth in Articles 1-7, and Articles A, B, and C, which are attached hereto and made a part hereof.

FOR THE CONTRACTOR:

Signature of Authorized Representative

W. Bradley Park, SRA
 Type or Print Name of Authorized Representative

November 1, 2000
 Date

FOR THE DEPARTMENT:

John E. Mitchell
 McLean County Engineer

11-21-00
 Date

Gary Riss, McLean County Board
 Chairman

Date

Highways
 R-93-000-00
 W-000000

28



Illinois Department of Transportation

HIGHWAYS

LAND ACQUISITION

CONTRACT FOR APPRAISAL SERVICES

This contract is by and between

Park-Stoutamover & Assoc., Inc.

Please type or print legibly CONTRACTOR'S legal name and address

317 North Main Street

Bloomington, Illinois 61701

hereinafter called the CONTRACTOR, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT. All references in this Contract to the Department shall mean McLean County.

Article 1	Scope/Compensation/Term
Article 2	General Provisions
Article 3	Obligations/Prohibitions
Article 4	Federally Funded Contracts
Article 5	Specific Provisions
Article 6	Ethical Standards
Article 7	Scope of Services/Responsibilities
Article 8	Compensation for Services

ARTICLE 1

SCOPE / COMPENSATION / TERM

1-10. **Scope of Services and Responsibilities.** The DEPARTMENT requires service(s) which the CONTRACTOR shall perform as specified in Article 7. The DEPARTMENT'S responsibilities, if any, are as specified in Article 7.

1-20. **Compensation.** The CONTRACTOR shall be compensated as specified in Article 8.

1-30. **Term of Contract.** The term of this contract shall be from ????? to ????? See Proposal

1-40. **Amendments.** All changes to this contract must be mutually agreed upon by CONTRACTOR and DEPARTMENT and be incorporated by written amendment, signed by the parties to this contract.

1-50. **Renewal.** This contract may not be renewed.

ARTICLE 2 GENERAL PROVISIONS

2-10. **Changes.** If any certification made by CONTRACTOR or term or condition in this contract changes, CONTRACTOR must notify the DEPARTMENT in writing within seven days.

2-20. **Discrimination.** CONTRACTOR agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5).

2-30. **Dues/Fees to Clubs which Discriminate.** CONTRACTOR certifies that CONTRACTOR is not prohibited from selling goods or services to the State of Illinois because CONTRACTOR pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates in violation of the Discriminatory Club Act (775 ILCS 25).

2-40. **Foreign Corporation.** Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

2-50. **Human Rights Number.** (Contracts subject to competitive bidding only) CONTRACTOR certifies that at the time CONTRACTOR submitted a bid on this contract, if this contract is subject to competitive bidding as provided for in 44 Illinois Administrative Code 750.210, CONTRACTOR had an Illinois Department of Human Rights prequalification number or had a properly completed application for same on file with the Illinois Department of Human Rights.

2-60. **Sexual Harassment Policy.** CONTRACTOR certifies that CONTRACTOR has a written sexual harassment policy as required by 775 ILCS 5/2-105(A)(4).

2-70. **Tax Exempt.** The State of Illinois qualifies for Tax-Free transactions under Chapter 32 of the Internal Revenue Code Certificate of Registry 3781-0001K, United States Treasury Department. The Illinois Department of Transportation Tax Exempt I.D. Number is E9986-2522-03.

ARTICLE 3 OBLIGATIONS / PROHIBITIONS

3-10. **Compliance/Governing Law.** The terms of this contract shall be construed in accordance with the laws of the State of Illinois. CONTRACTOR'S obligations and services performed under this contract shall be performed in compliance with all applicable state and federal laws.

3-20. **Indemnification.** The CONTRACTOR shall indemnify and save harmless the DEPARTMENT from any claims against, or liabilities incurred by the CONTRACTOR of any type or nature to any person, firm or corporation, to the extent that such claim or liability arises from the CONTRACTOR'S wrongful or negligent performance of the activities provided for in this contract.

3-30. **Non-Appropriation.** This contract is subject to termination and cancellation in any year in which the General Assembly fails to make an appropriation to make payments under the terms of the contract.

3-40. **Non-Solicitation.** CONTRACTOR certifies that CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this contract and that CONTRACTOR has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this certification, the DEPARTMENT shall have the right to terminate this contract, or at its discretion, to deduct from CONTRACTOR'S compensation the amount of the commission, percentage, brokerage fee, gift, contingent fee or other compensation.

3-50. **Publicity.** CONTRACTOR shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the DEPARTMENT nor shall the DEPARTMENT'S name be used in any such advertisement or solicitation without prior written approval except as required by law.

3-60. **Records Inspection.** The State or a designated representative shall have access to CONTRACTOR'S work and applicable records whenever it is in preparation or progress, and the CONTRACTOR shall provide for such access and inspection.

3-70. Records Preservation. The CONTRACTOR, in compliance with the Illinois Procurement Code (30 ILCS 500), shall maintain for a minimum of three years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and/or the DEPARTMENT and the federal funding entity (when applicable), and the CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General and/or the DEPARTMENT and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

3-80. Status of Contractor. Services provided by the CONTRACTOR pursuant to this contract shall be as an independent contractor, and the CONTRACTOR shall not be considered to be an employee of the Illinois Department of Transportation or the State of Illinois.

3-90. Subcontracting/Employment of Department Personnel/Solicitation of Department Employees. Subcontracting, assignment or transfer of all or part of the interests of the CONTRACTOR concerning any of the obligations covered by this contract is prohibited without prior written consent of the DEPARTMENT. In the event the DEPARTMENT gives such written consent, all terms and conditions of this contract shall apply and bind the party to whom work is subcontracted.

CONTRACTOR will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this contract.

ARTICLE 4

FEDERALLY FUNDED CONTRACTS

This Article shall be applicable only to federally funded contracts.

4-10. Certification Regarding Lobbying. CONTRACTOR certifies compliance with Section 319 of Public Law 101-102 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any

person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of an cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

CONTRACTOR further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite to making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR also agrees that CONTRACTOR shall require that the language of this certification will be included in all lower tier subcontracts and that all subcontractors, will certify and disclose accordingly.

4-20. Civil Rights. CONTRACTOR shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

4-30. Control of Property. CONTRACTOR certifies that the control, utilization, and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

4-40. Cost Principles. The cost principles of this contract are governed by the cost principles found in Title 48, Code of Federal Regulations, subpart 31; and all costs included in this contract are allowable under Title 48, Code of Federal Regulations, part 31.

4-50. Debarment. CONTRACTOR certifies that to the best of its knowledge and belief, CONTRACTOR and CONTRACTOR'S principals: a) are

not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this contract have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 5-40(b); (d) have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The inability of a prospective contractor to certify to the certification in this section will not necessarily result in denial of participation in this contract. The prospective contractor shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate the contract for cause. The CONTRACTOR shall provide immediate written notice to the DEPARTMENT if at any time the CONTRACTOR learns that its certification was erroneous by reason of changed circumstances. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this Article shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The CONTRACTOR agrees that it shall not knowingly enter into any lower tier covered transaction when a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized, in writing by the DEPARTMENT. The CONTRACTOR agrees that it will include the clause titled "certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the DEPARTMENT, without modification, in all lower-

tier covered transactions and in all solicitations for lower-tier covered transactions. The CONTRACTOR may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless CONTRACTOR knows the certification is erroneous. CONTRACTOR may decide the method and frequency by which it determines the eligibility of its principals. Each CONTRACTOR may, but is not required to, check the Nonprocurement List. If a CONTRACTOR knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate the contract for cause or default.

Nothing contained in Section 4-50 shall be construed to require establishment of a system of records in order to render in good faith the certification required by section 4-50. The knowledge and information of a CONTRACTOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ARTICLE 5 SPECIFIC PROVISIONS

5-10. **Invoices.** The amount shown on each invoice shall be in accordance with the rates established in Article 8. All non-labor costs, if allowable, shall be listed and itemized as provided in Article 8.

Any invoices/bills issued by the CONTRACTOR to the DEPARTMENT pursuant to this contract shall be sent to the following address:

McLean County Highway Department
R.R. #1, Box 85
Bloomington, Illinois 61704

All invoices shall be signed by the CONTRACTOR and shall set forth the CONTRACTOR'S Taxpayer Identification Number.

5-20. **Billing and Payment.** All invoices for services performed and expenses incurred by CONTRACTOR prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31

of that same year for payment under this contract. Notwithstanding any other provision of this contract, the DEPARTMENT shall not be obligated to make payment to CONTRACTOR on invoices presented after said date. Failure by CONTRACTOR to present such invoices prior to said date may require CONTRACTOR to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this contract. The DEPARTMENT will send all payments to the CONTRACTOR remittance address listed on the Contract Summary page.

5-30. Termination. If the DEPARTMENT is dissatisfied with the CONTRACTOR'S performance or believes that there has been a substantial decrease in the CONTRACTOR'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the CONTRACTOR within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the contract by giving seven (7) days written notice to the CONTRACTOR. Additionally, the DEPARTMENT may terminate the contract by giving thirty (30) days written notice. In either instance, the CONTRACTOR shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the contract.

5-40. Location of Service. Service to be performed by the CONTRACTOR shall be performed as described in Article 7.

5-50. Overtime.
[Not applicable to this contract.]

5-60. Prevailing Wage.
[Not applicable to this contract.]

5-70. Insurance.
[Not applicable to this contract.]

5-80. Performance Bond.
[Not applicable to this contract.]

5-90. Ownership of Documents/Title to Work. All documents, data and records produced by CONTRACTOR in carrying out CONTRACTOR'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to

CONTRACTOR. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this contract, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by CONTRACTOR.

5-100. Software.
[Not applicable to this contract.]

5-110. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by CONTRACTOR pursuant to this contract shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by CONTRACTOR from the DEPARTMENT in connection with the performance of services pursuant to this contract shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

5-120. Reporting/Consultation. CONTRACTOR shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this contract.

?????

5-130. Attorneys/Court Reporters.
[Not applicable to this contract.]

5-140. Inability to Perform.
[Not applicable to this contract.]

5-150. Travel Expenses. No expenses for travel, lodging or per diem shall be paid by the DEPARTMENT pursuant to this contract.

5-160. Response Contractors Indemnification Fund (Hazardous Materials Contracts Only).
[Not applicable to this contract.]

5-170. Liquidated Damages.
[Not applicable to this contract.]

5-180. Free or Reduced Rate Cartage.
[Not applicable to this contract.]

5-190. Steel Procurement.
[Not applicable to this contract.]

**5-200. Architect, Engineer, Land Surveyor
Qualification Based Selection.**

[Not applicable to this contract.]

**ARTICLE 6
ETHICAL STANDARDS**

The assurances hereinafter made by the CONTRACTOR are each a material representation of fact upon which reliance is placed by the DEPARTMENT in entering into this contract. The DEPARTMENT may terminate the contract if it is later determined that the CONTRACTOR rendered a false or erroneous assurance, and the surety, if any, providing the performance bond shall be responsible for the completion of the contract.

6-10. Felons. Section 50-10 of the Illinois Procurement Code provides that unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until five years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-10 of the Code.

6-20. Conflicts of Interest. Section 50-13 of the Illinois Procurement Code provides that: (a) it is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority; (b) that it is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive: (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein;

(c) that it is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of two times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor can be found in the Disclosure Forms.

CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-13 of the Code, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the DEPARTMENT upon request.

6-30. Negotiations. Section 50-15 of the Illinois Procurement Code provides, in pertinent part that: (a) it is unlawful for any person employed in or on a continual contractual relationship with any of the officers or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment. CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-15, and that CONTRACTOR has no knowledge of any facts relevant to the kind of acts prohibited by Section 50-15.

6-40. Inducements. Section 50-25 of the Illinois Procurement Code provides that any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid

on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding on a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony. CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-25 of the Code, and that the CONTRACTOR has no knowledge of any facts relevant to the kind of acts prohibited by Section 50-25.

6-50. Revolving Door Prohibition. Section 50-30 of the Illinois Procurement Code provides that Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of two years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to those persons who terminate an affected position on or after January 15, 1999. CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-30 of the Code, and that CONTRACTOR has no knowledge of any facts relevant to the kinds of acts prohibited therein.

6-60. Reporting Anticompetitive Practices. Section 50-40 of the Illinois Procurement Code provides that when, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer. CONTRACTOR certifies that CONTRACTOR has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve this contract and any bid submitted thereon.

6-70. Confidentiality. Section 50-45 of the Illinois Procurement Code provides that any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the

procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel Code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution. CONTRACTOR certifies that CONTRACTOR has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve this contract and any bid submitted thereon.

6-80. Insider Information. Section 50-50 of the Illinois Procurement Code provides that it is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person. CONTRACTOR certifies that CONTRACTOR has no knowledge of any fact relevant to the practices addressed in Section 50-50 which may involve this contract and any bid submitted thereon.

6-90. Bribery. Section 50-5 of the Illinois Procurement Code provides that: (a) no person or business shall be awarded a contract or subcontract under this Code who: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business, and: (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

Every bid submitted to and contract executed by the State shall contain a certification by the CONTRACTOR that the CONTRACTOR is not barred from being awarded a contract or subcontract under

this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony. The CONTRACTOR certifies that CONTRACTOR is not barred from being awarded a contract under Section 50-5.

6-100. Educational Loan. The Educational Loan Default Act provides that no State agency shall contract with an individual for goods or services if that individual is in default, as defined by Section 2 of this Act, on an educational loan. Any contract used by a State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section. The CONTRACTOR, if an individual as opposed to a corporation, partnership, or other form of business organization, certifies that CONTRACTOR is not in default on an educational loan as provided in Section 3 of the Act.

6-110. Bid Rigging/Bid Rotating. Section 33E-11 of the Criminal Code of 1961 provides: (a) that every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Code. The state and units of local government shall provide appropriate forms for such certification.

A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation, and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides

that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

The CONTRACTOR certifies that the CONTRACTOR is not barred from contracting with the DEPARTMENT by reason of a violation of either Section 33E-3 or Section 33E-4.

6-120. International Anti-Boycott. Section 5 of the International Anti-Boycott Certification Act provides that every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small-purchases according to the purchasing laws of this State or \$10,000, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The CONTRACTOR makes the certification set forth in Section 5 of the Act.

6-130. Drug Free Workplace. The Illinois Drug Free Workplace Act applies to this contract and it is necessary to comply with the provisions of the Act if the CONTRACTOR is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

The CONTRACTOR certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the CONTRACTOR'S workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of

employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the CONTRACTOR'S policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations; (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace; (d) Notifying the DEPARTMENT within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace; (e) Imposing or requiring, within thirty (30) days after receiving such notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance program approved by a federal, state, or local health, law enforcement, or other appropriate agency; (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place; (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

6-140. Early Retirement Pursuant to 30 ILCS 105/15a, the CONTRACTOR certifies that he/she has informed the Secretary of Transportation in writing if he/she was formerly employed by the DEPARTMENT and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. The CONTRACTOR acknowledges and agrees that if such early retirement incentive was received, this contract is not valid unless the official executing the contract has made the appropriate filing with the Auditor General prior to execution.

ARTICLE 7 SCOPE OF SERVICE/RESPONSIBILITIES

The services of this contract includes certain appraisal activities at the rate and in the manner described in Article 8.

Highways
R-93-000-00
W-000000

Appraisal reports called for in said Article 8 will be prepared independently of any other appraiser employed under a similar contract to furnish appraisal services on said project and personally by the following named individual or individuals whose qualifications have been approved by DEPARTMENT:

W. Bradley Park, SRA
David A. Park, SRA

CONTRACTOR acknowledges for self and the individual or individuals designated above that they are familiar with the contents of the certification attached hereto as Exhibit A and agrees that the individual or individuals designated above as preparing the appraisal report will execute such a certification for each parcel appraised as well as personally making a physical inspection of said parcel.

It is understood that appearances in court and pretrial conferences may be required in relation to the appraisal services called for herein and it is agreed that such appearance or appearances shall be made upon request of DEPARTMENT or its trial counsel.

CONTRACTOR will not furnish a copy of any appraisal or the findings or results contained therein to any other person or agency unless authorized by DEPARTMENT or upon court order. The DEPARTMENT reserves the right to provide a copy of the completed appraisals to the property owner or their designated representative.

Appraisal reports will be fully documented and contain the fair market value of the whole property, the fair market value of the property taken (including improvements) as part of the whole, the fair market value of the remainder before and after the taking, the damage to the remainder, the compensation for easements and the total compensation. The DEPARTMENT may request a listing and allocation of value for tenant-owned improvements.

DEPARTMENT reserves the right to employ a specialist or specialists to prepare a separate valuation of machinery or other specialty items for use in preparation of the appraisal reports by CONTRACTOR. Such valuation or other data shall be the property of the DEPARTMENT and may be made available to CONTRACTOR or others for analysis and incorporation into appraisal reports as may be deemed appropriate by

CONTRACTOR or others under any other contract for appraisal services.

Any dispute concerning a question of fact arising under this contract shall be decided by the district engineer for DEPARTMENT accepting this contract and such decision shall be final and conclusive.

In the event this contract is accepted, it shall be effective as of the date it is accepted by the district engineer for DEPARTMENT and shall be binding on CONTRACTOR, CONTRACTOR'S executors, administrators, successors or assigns, as may be applicable. No services will be paid which are performed prior to the date of acceptance by the district engineer.

The CONTRACTOR in agreeing to the provisions of this contract and in making the certifications required is doing so on behalf of the contracting entity and its officers and each individual authorized to do work for the DEPARTMENT under this contract.

DEPARTMENT will furnish to CONTRACTOR prescribed appraisal report forms, parcel plats, legal descriptions, title report or evidence of ostensible ownership and a statement of items generally noncompensable under the law of Illinois.

ARTICLE 8 COMPENSATION FOR SERVICES

Invoices for appraisal services will be submitted for payment, in duplicate, through the district engineer for DEPARTMENT accepting this contract and will show the route, construction section, county, job number, project number, and parcel number or numbers. Invoices for services in connection with pre-trial conferences and court testimony will show the rates indicated in this Article and, in addition, will include a statement of the nature of services performed and amount of time thereon.

Route CH 29
 Section 00-11300-00FP
 County McLean
 Project No. _____
 Job No. _____

- A. An appraisal report on each of the following parcels consisting of an original and copies prepared on the standard Appraisal Report Form (BRW 742), Valuation Report Form (BRW 229), or in such form as may be

approved. Completed appraisal reports will be delivered to the district engineer of DEPARTMENT accepting this contract within a reasonable time and in no event more than _____ days after the date of such acceptance. CONTRACTOR, in establishing his fee for these appraisal services, should take into consideration that the DEPARTMENT may request a listing and allocation of value, of any and all tenant-owned improvements.

Parcel Number	Report Form No.	Rate
See Proposal		
11	TOTALS	\$4,600.00

- B. Rate each half day or fraction thereof for time spent in pre-trial conferences \$100/Hr.
- C. Rate each half day or fraction thereof for time spent in court \$250.00 Minimum \$400.00 1/2 Day \$600.00 Full Day

*Note: The fees quoted for pre-trial conferences and court appearances will be paid as an incidental expense separate from the total dollars indicated in this contract. These fees will be coded as court costs charged to the appropriate project.



EXEMPT FROM BID - Respondent Instruction Sheet

For Submitting Non-Competitive Contract Documents

(Please type or print (in ink) all requested information)

Contractor must:

1. Complete "Contract Summary" contractor information page 1 as instructed below
 - a. Legal Name (NOTE: If you use a d/b/a/, please include this information here)
 - b. Legal Street Address
 - c. City, State, and Zip Code
 - d. Remittance Address (This is the address where you wish payment for service to be sent. If not completed, payment will be directed to legal address.)
 - e. Telephone Number (Please include Area Code)
 - f. Fax Number (Not required but desirable. Please include Area Code)
 - g. Taxpayer Identification Number (Use FEIN or SSN as appropriate)
 - h. Form of Business. (Select appropriate number and insert in space)
 - 01 Individual
 - 02 Sole Proprietorship (except as in Codes 11 and 18)
 - 03 Partnership, Limited Liability
 - 04 Corporation
 - 05 Tax Exempt Organization (except as in Code 16)
 - 06 Corporation Providing or Billing Medical and/or Health Care Services
 - 08 Governmental Entity/Library
 - 10 Estate or Legal Trust
 - 11 Pharmacy - Sole Proprietor/ Partnership
 - 13 Nonresident Alien / Foreign Vendor Corporation
 - 15 Corporate Pharmacy / Funeral Home / Cemetery
 - 16 Tax Exempt Hospital / Extended Care Facility
 - 18 Hotel / Motel - Sole Proprietor / Partnership
 - i. Type or Print Name (Authorized Signature) and Sign
2. Complete "Contract Title Sheet" page 2 as instructed below
 - a. Legal Name (NOTE: if you use a d/b/a/, please include this information here)
 - b. Legal Street Address
 - c. City, State, and Zip Code
3. Complete "Article 8" (Compensation for Services) or appropriate Appendix as instructed.
4. Return "Non-Competitive Documents" as instructed in Cover Letter.

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF APPOINTMENT OF SUE STRANG
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

WHEREAS, due to the expiration of term of Mr. Ron Wesbecher as a member of the McLean County Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; 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 Sue Strang for a three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2003 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Sue Strang and the Director of the McLean County Regional Planning Commission.

Adopted by the County Board of McLean County, Illinois, this 21st day of November, 2000.

APPROVED:



Gary C. Riss, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS
COUNTY OF McLEAN

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

WHEREAS, due to the expiration of term of P. A. "Sue" Berglund as a member of the McLean County Extension Board, it is advisable to consider an appointment to this position; and,

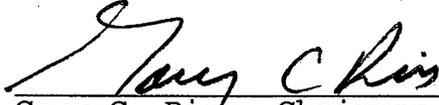
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Chapter 505, Illinois Compiled Statutes, Section 45/7 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Extension Board for a one-year term due to expire on November 30, 2001, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to P. A. "Sue" Berglund.

ADOPTED by the County Board of McLean County, Illinois, this 21st day of November, 2000.

APPROVED:



Gary C. Riss, 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 JOSEPH SOMMER
AS A MEMBER OF THE
LAW AND JUSTICE CENTER MOBILE TEAM UNIT #8

WHEREAS, due to the expiration of term of Joseph Sommer as a member of the Board of the Law and Justice Commission Mobile Team Unit #8, it is advisable to consider an appointment to this position; and

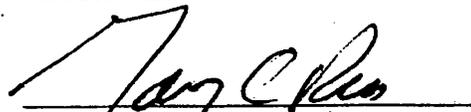
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 50 ILCS, 720/1 has the responsibility to fill a one year term by appointment, with the advice and consent of the County Board; now, therefore,

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 Joseph Sommer as a member of the Board of the Law and Justice Commission Mobile Team Unit #8 for a one year term scheduled to expire on November 30, 2001 or until a successor shall have been duly qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk shall forward a certified copy of this Resolution of Appointment to Joseph Sommer and Sheriff David Owens.

ADOPTED by the County Board of McLean County, Illinois, this 21st day of November, 2000.

APPROVED:



Gary C. Riss, Chairman
McLean County Board

ATTEST:



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

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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 University High School varsity girl's volleyball team during the 2000 volleyball season; and,

WHEREAS, the University High School varsity girl's volleyball team finished the 2000 season with a 22 match winning streak and a season record of 41 victories and 1 loss, thereby breaking the school record for wins in a season by four; and,

WHEREAS, the University High School varsity girl's volleyball team recently defended their Illinois State High School Association Class A State Title by defeating Wheaton St. Francis in the Class A Championship game, making University High School just the third school to win back to back State Championships; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Volleyball Coach Charlene Lehnen, Assistant Coaches Steve Rohren and Joe Horchen, and Team Members Wendy Roesch, Anne Butts, Jasmine Hampton, Ogonna Nnamani, Paige White, Njideka Nnamani, Ashley Lackovich, Ann Faulbee, Mary Risius, Jill Cooper, Shelley Farnsworth, and Jasmine Hunt; now, therefore,

BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the University High School varsity girl's volleyball team are to be congratulated on winning the Illinois State High School Association Class A State Championship Volleyball Tournament and on an outstanding season.

APPROVED by the McLean County Board this 21st day of September, 2000.

ATTEST:

APPROVED:

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

Gary C. Riss, Chairman
McLean County Board

Member Salch presented the following:

RESOLUTION of the McLEAN COUNTY BOARD
IN RECOGNITION OF
JOHN N. STEVENS

WHEREAS, on November 10, 2000, the Community of McLean County and the McLean County Board suffered a tragic loss with the untimely death of John N. Stevens; and,

WHEREAS, John N. Stevens served the McLean County Community through his leadership and active participation since 1980 in the Bloomington Rotary Club, including his service as President of the Bloomington Rotary from 1989 to 1990 and as a member of the Board of Directors from 1987 to 1991; and,

WHEREAS, John N. Stevens served the McLean County Community through his leadership as President of the Illinois Shakespeare Society from 1991 to 1993 and through his dedicated service as a member of the Board of Directors of the Illinois Shakespeare Society since 1984; and,

WHEREAS, John N. Stevens served the McLean County Community through his leadership and dedicated service on the BroMenn Hospital Ethics Committee, BroMenn Hospital Advisory Council, McLean County Art Association, Miller Park Zoo Society, The Children's Discovery Museum, the Downtown Bloomington Association, and as the McLean County Board representative on the McLean County Historical Society Board of Directors; and,

WHEREAS, John N. Stevens served the congregation at Second Presbyterian Church, Bloomington, Illinois, as an usher and as a member of the Board of Trustees from 1995 to 1998 and as a member of the Foundation Board from 1997 to 2000; and,

WHEREAS, John N. Stevens further served the congregation at Second Presbyterian Church through his leadership as President of the Board of Trustees in 1998 and as President of the Foundation Board in 1999-2000; and,

WHEREAS, John N. Stevens, during his 22 years of practice as an attorney in McLean County, served the legal profession through his active participation and leadership in the Illinois State Bar Association and the American Bar Association and, in recognition of his service to the profession, John N. Stevens was named a fellow of the Illinois State Bar Association; and,

WHEREAS, John N. Stevens served the McLean County Community through his leadership and dedicated service as a member of the McLean County Board, having been first appointed to the County Board in 1989 to serve the citizens of District 10; and,

WHEREAS, John N. Stevens served the McLean County Board through his leadership as Chairman of the Justice Committee from 1990 to 1994, when the County Board undertook the planning and construction of the Juvenile Detention Center; and,

(2)

WHEREAS, John N. Stevens served the McLean County Board through his leadership as Chairman of the Finance Committee from 1994 to November, 2000, and, in this position, he exercised his leadership role on issues of critical importance to McLean County Government, including Collective Bargaining, Personnel Classification and Compensation Matters, and the Annual Audit of the County's Financial Statements; and,

WHEREAS, John N. Stevens generously offered his many talents and his time in the service of McLean County and the McLean County Board and, in so doing, John N. Stevens improved the quality of life for all the citizens of McLean County; and,

WHEREAS, it is fitting and appropriate for the McLean County Board to recognize the accomplishments, dedicated service, and contributions of John N. Stevens to the McLean County Community; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session on this the 21st of November, 2000, as follows:

- (1) The McLean County Board hereby expresses its heartfelt appreciation for the leadership and dedicated service of John N. Stevens to the McLean County Community.
- (2) The McLean County Board hereby expresses its heartfelt appreciation for the leadership and dedicated service of John N. Stevens as a member of the McLean County Board.
- (3) The McLean County Board hereby directs the County Administrator to inscribe this Resolution on parchment for presentation to the family of John N. Stevens.
- (4) The McLean County Board hereby directs the County Clerk to prepare a certified copy of this Resolution.

ADOPTED by the McLean County Board this 21st day of November, 2000.

ATTEST:

APPROVED:

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

Gary C. Riss, Chairman
McLean County Board

Members Segobiano/Rodman moved the County Board approve the Consent Agenda as presented. Acting-Clerk Clinton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:
Member Sweeney, Vice-Chairman, presented the following:

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE POLICE AND McLEAN COUNTY
TO IMPLEMENT AND SUPPORT AN INTEGRATED
JUSTICE INFORMATION SYSTEM**

WHEREAS, the Illinois State Police (hereinafter the "State Police") is an arm of State government and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with the County; and

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

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

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I The County shall:

1. Provide the State Police with "view only" access to IJIS upon receipt of the written consent of the City of Bloomington, in accordance with Article II, Paragraph 1.
2. Be responsible for the initial IJIS software, upgrades and upgrade costs, as well as any future system wide upgrades or enhancements.
3. Provide system administration, network administration, database administration and security administration to support the IJIS software and database.
4. Control any changes to the IJIS software.
5. When catastrophes such as hardware failure and/or loss of power beyond the capacity of the universal power supply occur, use its best efforts to restore IJIS as soon as possible. It is understood by the parties hereto that no liability will be attributed to the County for system interruption or failure unless failure of the system is caused by negligent acts or omissions of the County or failure on the part of the County to properly maintain those components of the system under its obligation to maintain. If the County or its employees are negligent, then damages recoverable by the State Police will be limited to actual damages incurred.
6. Protect all data and software applications from unauthorized access, accidental disclosure, modification, and/or destruction and release data only in accordance with law.

ARTICLE II The State Police shall:

1. Obtain written authorization from the City of Bloomington to use the city's fiber optic lines for access to IJIS and submit said written authorization to the County prior to obtaining access to the IJIS software application and database.
2. Be subject to the direction of the City of Bloomington's IJIS Security Administrator who shall be responsible for assigning and/or changing "passwords" and user identifications.
3. Subject to the City of Bloomington's written authorization referred to in Article II, Paragraph 1, have access to the City's telecommunication lines to/from the County. Where communication is initiated by the State Police at a slower speed, the County reserves the right, at the sole discretion of its database administrator, to terminate the communication where that communication is or may be causing a negative impact upon the performance of the database or the system.
4. Agree that the IJIS software is proprietary software that has been developed and licensed by TRW Technologies, Inc., 410 17th Street, Suite 1500, Denver, CO 80202 for use by the County.
5. Agree to obtain and pay for ORACLE software licenses.
6. Agree, as an IJIS user, not to disclose, copy, or change the IJIS software application or content to any other person, entity, municipality, or corporation, and to refrain from willfully damaging or losing data contained within the database, except as may be required by law.
7. No liability will be attributed to the State Police for not meeting its obligations hereunder unless failure is caused by negligent acts or omissions of the State Police. If the State Police or its employees are negligent, then damages recoverable by the County will be limited to actual damages incurred.
8. Permit only its Crime Analyst personnel access to the IJIS located within facilities owned by the City of Bloomington.

ARTICLE III The State Police and the County shall:

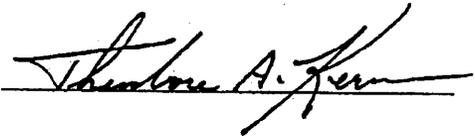
1. Agree to utilize the ORACLE Discover ("Ad Hoc" query tool), unless otherwise determined by the IJIS Board, to develop and prepare local reports needed by the respective law enforcement agencies.
2. Agree that the IJIS software is licensed by TRW Technologies, Inc. to the County.
3. Agree to implement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

ARTICLE IV The State Police and the County agree that:

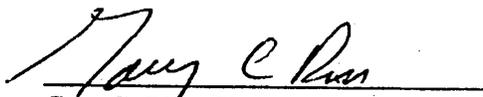
1. This Intergovernmental Agreement shall be binding upon both parties until and unless amended by agreement of the parties or written authorization is revoked by the City of Bloomington; provided, however, that the County may unilaterally terminate this Agreement with 6 months written notice and the State Police may unilaterally terminate this Agreement with 6 months written notice.
2. This Intergovernmental Agreement is subject to the written approval of the City of Bloomington which shall be received by the County before it becomes effective.
3. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
4. Subject to Article IV, Paragraph 2, this Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.

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

For the State Police:



For McLean County:



Gary C. Riss, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton,
Clerk of the McLean County Board

Members Sweeney/Peterson moved the County Board approve a Request for Approval of an Intergovernmental Agreement with Local Illinois State Police - Information Services Department. Acting-Clerk Clinton shows all Members present voting in favor of the Motion. Motion carried.

Member Sweeney stated the General Report and Minutes from Other Meetings are found on pages 49-62.

Chairman Riss noted the vacancy in County Board District #10; stated applications for this vacancy must be in to the Administrator's Office by 12:00 noon on December 11, 2000, and said the appointment will be made at the December Board Meeting.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated there were no items for action. He noted the General Report, which is located on pages 63-70.

FINANCE COMMITTEE:

Member Sweeney, Vice-Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
ESTABLISHING THE FAIRVIEW BUILDING MAINTENANCE PROGRAM
AS A CAPITAL LEASE FUND

WHEREAS, the McLean County Board has entered into lease agreements with the McLean/DeWitt/ Livingston Regional Office of Education and the YWCA Senior Citizens Services Center for office space in the Fairview Building; and,

WHEREAS, the lease agreements with the McLean/DeWitt/ Livingston Regional Office of Education and the YWCA Senior Citizens Services Center provide that the Regional Office of Education and the YWCA Senior Citizens Services Center pay the total annual cost of maintaining and operating the Fairview Building; and,

WHEREAS, the lease agreements with the McLean/DeWitt/ Livingston Regional Office of Education and the YWCA Senior Citizens Services Center also require payment of a capital replacement expense that is to be used to defray the cost of future capital outlay expenses for the Fairview Building; and,

WHEREAS, generally accepted governmental accounting standards recommend that a separate Capital Lease Fund be established whenever a government owned building is being leased entirely to tenants who are not an office, department, or an affiliated agency of the local government; and,

WHEREAS, the Property Committee, as the Oversight Committee for the Facilities Management Department, concurred with the recommendation of the County Administrator to establish the Fairview Building as a separate Capital Lease Fund; and,

WHEREAS, pursuant to the *Rules of the County Board of McLean County*, the Finance Committee, at its regular meeting on November 7, 2000, recommended to the County Board that the annual operating budget for the Fairview Building and the related assets and liabilities of the Fairview Building be removed from the County's General Fund and be established as a separate Capital Lease Fund; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) In accordance with generally accepted governmental accounting standards and pursuant to the recommendation of the Property Committee and the approval of the Finance Committee, the annual operating budget for the Fairview Building and the related assets and liabilities of the Fairview Building shall be removed from the County's General Fund and shall be established as a separate Capital Lease Fund effective as of January 1, 2001.

(2)

- (2) The County Treasurer and the County Auditor are hereby directed to establish the annual operating budget for the Fairview Building and the related assets and liabilities of the Fairview Building as a separate Capital Lease Fund effective as of January 1, 2001.
- (3) The County Administrator is hereby directed to include the Fairview Building as a separate Capital Lease Fund in the final printed budget for fiscal year 2001.
- (4) The County Clerk is hereby directed to provide a certified copy of this Resolution to the County Treasurer, County Auditor, and County Administrator.

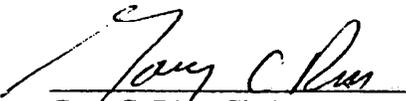
ADOPTED by the McLean County Board this 21st day of November, 2000.

ATTEST:

APPROVED:



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



Gary C. Riis, Chairman
McLean County Board

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11/21/00

Members Sweeney/Salch moved the County Board approve a Request for Approval of a Resolution Establishing the Fairview Building Maintenance Program as a Capital Lease Fund - Facilities Management Department. Acting-Clerk Clinton shows all Members present voting in favor of the Motion. Motion carried.

Member Sweeney, Vice Chairman, presented the following:

RESOLUTION AMENDING THE GENERAL POSITION CLASSIFICATIONS AND PAY RANGES FOR FISCAL YEAR 2001

WHEREAS, the McLean County Board annually approves salary schedules and position classifications by pay grade for non-bargaining unit employees for each fiscal year; and,

WHEREAS, the General and Professional Position Classifications by Pay Grade were adopted by the McLean County Board for Fiscal Year 2000 on December 21, 1999; and,

WHEREAS, the General and Professional Position Classifications by Pay Grade previously adopted on December 21, 1999 were amended by the McLean County Board for Fiscal Year 2000 on May 16, 2000; and,

WHEREAS, the County Administrator's Office has recommended that the General Service and Professional Position Classifications for certain positions in the McLean County Highway Department be modified for fiscal year 2001; and

WHEREAS, the Finance Committee, having reviewed the recommendations of Public Administration Service, Inc. regarding pay and classification schedules and the County Administrator's recommended changes for certain positions in the McLean County Highway Department, has determined that the attached position classification schedule amendments to be in the best interests of McLean County and endorses said schedule for Fiscal Year 2001, now, therefore,

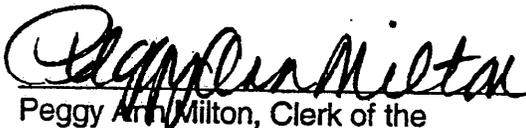
BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the McLean County General Position Classifications by Pay Grade and Pay Ranges for the McLean County Highway Department for Fiscal Year 2001 as shown on the attached schedule is hereby adopted.

This Resolution shall become effective and be in full force on January 1, 2001.

Adopted by the County Board of McLean County, Illinois, this 21st day of November, 2000.

ATTEST:

APPROVED:



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



Gary C. Riss, Chairman of the
McLean County Board

Members Sweeney/Emmett moved the County Board approve a Request for Approval of a Resolution Amending the General Position Classifications and Pay Ranges for Fiscal Year 2001 - Proposed Highway Department Reorganization. Acting-Clerk Clinton shows all Members present voting in favor of the Motion. Motion carried.

Member Sweeney, Vice Chairman, presented the following:



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

Bloomington, Illinois 61702-2400

Memorandum

To: Chairman and Members, County Board
From: Finance Committee
Date: 11/16/00
Re: Request to Approve Adjustment to Supervisor Pay

The Finance Committee respectfully requests your support for our recommendation to increase the pay rate for one Jail Operations Supervisor in the Jail Division of the Sheriff's Office by \$.8027 per hour. This will result in a five percent (5%) pay spread between the incumbent supervisor and the highest paid bargaining unit employee.

Pay ranges for non-union employees are set so that there is an adequate differential between a supervisor and the positions being supervised. However, that relationship cannot always be maintained when union positions are being supervised by a non-union position. There have been several similar cases in recent years, and the Finance Committee has reviewed each situation on its merits. Because positions covered by collective bargaining agreements were outside the scope of the PAS study, the gap between Jail Operations Supervisor and Correctional Sergeant shrunk to 1.33%. Given the likelihood that current Correctional Sergeants would be considered for promotion to the supervisory position, it is essential that a reasonable spread be maintained.

The cost of this adjustment would be \$1,670 per year. There are sufficient funds in the Sheriff's budget to absorb this adjustment.

Members Sweeney/Rodman moved the County Board approve a Request for Approval of Proposed Supervisor/Employee Pay Differential - County Administrator's Office. Acting-Clerk Clinton shows all Members present voting in favor of the Motion. Motion carried.

Member Sweeney, Vice Chairman, presented the following:

**RESOLUTION
TO AMEND RATES FOR LIFE INSURANCE COVERAGE
FOR FY 2001**

Whereas, the County of McLean has provided life insurance and group health coverages and has offered Health Alliance Preferred Provider Organization (PPO) and Health Alliance Maintenance Organization (HMO) as options for employees

Whereas, it is necessary to establish rates for employees and others who participate, in accordance with County policy, in such health and life coverages, now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session:

1. That the monthly rates which employees must provide, for employees on whose behalf the County contributes toward the cost of such coverages and provides 100% of the life insurance cost, shall be as follows:

	PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE +SPOUSE	FAMILY
FY 2001	Health Alliance HMO	\$40.70	\$192.24	\$209.64	\$260.40
FY 2001	Health Alliance PPO	\$41.60	\$196.02	\$213.42	\$265.20

2. That the monthly rates which employees must provide when required to provide the full cost of health and life insurance, such as those on a leave but not disabled, shall be as follows:

	PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE + SPOUSE	FAMILY
FY 2001	Health Alliance HMO	\$232.70	\$441.70	\$465.70	\$570.70
FY 2001	Health Alliance PPO	\$237.70	\$450.70	\$474.70	\$581.70
FY 2001	Health Alliance HMO	\$231.65	\$440.65	\$464.65	\$569.65
FY 2001	Health Alliance PPO	\$236.65	\$449.65	\$473.65	\$580.65

3. That the monthly rates which employees must provide when required to provide the full cost of health insurance but nothing for life insurance, such as those who are disabled and have the life insurance premium waived, shall be as follows:

	PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE + SPOUSE	FAMILY
FY 2001	Health Alliance HMO	\$230.00	\$439.00	\$463.00	\$568.00
FY 2001	Health Alliance PPO	\$235.00	\$448.00	\$472.00	\$579.00

4. That the monthly rates which former employees must provide when required to provide the full cost of health insurance but nothing for life insurance, such as those covered by the Public Health Service Act or retired who have no life insurance, shall be as follows:

	PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE + SPOUSE	FAMILY
FY 2001	Health Alliance HMO	\$230.00	\$439.00	\$463.00	\$568.00
FY 2001	Health Alliance PPO	\$235.00	\$448.00	\$472.00	\$579.00

5. That the monthly rates which former employees must provide when required to provide the full cost of health insurance but who are disabled and covered by the Public Health Service Act and, thereby, able to extend their coverage from 18 months to 29 months, for months 19 through 29 shall be as follows:

	PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE + SPOUSE	FAMILY
FY 2001	Health Alliance HMO	\$345.00	\$658.50	\$694.50	\$852.00
FY 2001	Health Alliance PPO	\$352.50	\$672.00	\$708.00	\$868.50

6. That the County Administrator is authorized to sign the contracts and agreements necessary to effectuate this Resolution.

7. That this Resolution shall be effective immediately, with the above health insurance rates effective for coverages on and after January 1, 2001.

Adopted by the County Board of McLean County this 21st day of November, 2000.

ATTEST:


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

APPROVED:


 Gary C. Riss, Chairman of the
 McLean County Board

Members Sweeney/Rodman moved the County Board Approve a Request for Approval of a Resolution To Amend Rates for Life Insurance Coverage for Fiscal Year 2001 - County Administrator's Office. Acting-Clerk Clinton shows all Members present voting in favor of the Motion. Motion carried.

Member Sweeney noted the General Report is located on pages 79-84.

PROPERTY COMMITTEE:

Member Segobiano, Chairman, stated there were no items for action. He noted the General Report located on pages 87-105.

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



SERVICE TOLL FREE 1-800-247-6771

Bloomington 1628 Commercial Pkwy Unit B 309-682-3777 (FAX) 309-682-3488	Champaign 507 E. University Ave. Champaign, IL 61820 217-351-5048 (FAX) 217-351-7084	Chicago 538 W. 5th Ave. Naperville, IL 60563 630-305-9034 (FAX) 630-305-9876	Peoria 1923 N. Knoxville Peoria, IL 61603 309-688-6806 (FAX) 309-685-1345	Springfield 612 S. Dirksen Parkway Springfield, IL 62703 217-528-8936 (FAX) 217-753-6536	St. Louis 1944 Inverhall Business Center Overland, MO 63114 314-423-5053 (FAX) 314-423-6982	South Bend 3310 Hickory, Bldg 32 Mishawaka, IN 46545 219-257-1800 (FAX) 219-257-3980	Terre Haute 4203 S. 7th Terre Haute, IN 47802 812-235-8878 (FAX) 235-6688
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COPIER EQUIPMENT MAINTENANCE PROGRAM

Customer # 16429
Name MCLEAN COUNTY JURY COMMIS
Location 104 WEST FRONT, 5TH FLOOR
BLOOMINGTON IL 61701

Contract # CONT007042
Copier MIN 2050
Serial # 3157501
Contract Period 11/19/2000 - 11/19/2001
Install Meter 164,443

CDS OFFICE TECHNOLOGIES, hereby agrees with the above Customer, in consideration of the agreements herein, to maintain the listed copier upon the following terms and conditions.

1. CDS will supply all labor and all replacement parts with no extra charge (except as stated in point '7' and '8' below), required to maintain said copier in its present condition throughout the term hereof. All work will be performed during regular business hours.
2. CDS will, for the purposes of such maintenance, inspect said copier as frequently as may be reasonably requested by the Customer.
3. CDS will provide as part of this agreement, and at no additional charge, the following copier expendables: photo drums, upper and lower fusing rollers, cleaning rollers, cleaning blades, emergency service calls, and parts through normal use, except as stated in point '7' below.
4. The Customer shall pay CDS in accordance with one of the following schedules, A or B:
A) This agreement is based on 44,000 allowed copies or one year, whichever comes first, for \$937.20. All copies over the allowed number used during this time will be billed at \$0.2130 per copy. If the number of copies specified is exceeded before the end of one year, a new contract will be sent at a higher volume, and the old contract will be considered expired by meters.

OR

B) A cost per copy rate of _____ will be billed on a monthly basis for all copies used that month (Minimum monthly billing of \$30.00). This agreement is valid for one year, and must start on the date of installation. (Must have initial meter reading.)

5. This contract will automatically be renewed each year, at the prevailing CDS rates in effect at the time of renewal unless cancelled in writing by either party on thirty (30) days notice. This agreement is nontransferable and nonrefundable, unless written permission is given in advance by CDS.
6. CDS reserves the right to refuse service or supplies to anyone whose account with us is not current.
7. This contract shall not apply to service made necessary by accident, misuse, abuse, neglect, theft, vandalism, power failure, fire, water, or other casualties or the use of supplies other than those from CDS Office Technologies. Supplies used in said copier shall be purchased from or approved by CDS Office Technologies.
8. Any special terms or conditions shall be stated here:
(1) If payment is not received by contract start date you will be responsible for any service calls until payment is received. The date payment is received is the date your contract will begin.
(2) Above contract includes the following items ([] if applicable):

Toner Yes No Developer Yes No Staples Yes No Imaging Unit Yes No

CDS ACCEPTANCE:

By: _____
Date: 11/19/2000

CUSTOMER ACCEPTANCE:

By: [Signature]
Date: November 21, 2000

Note: Please sign and return contract with your payment

Members Sommer/Peterson moved the County Board approve a Request for Approval of Copier Equipment Maintenance Program with CDS Office Technologies - Jury Commission. Acting-Clerk Clinton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

CONTRACT

This Contract, entered into this 20th day of November, 2000, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and David Butler, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

1. David Butler is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling DUI cases. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, the sum of \$1,422.69 per month.

The Special Public Defender agrees to the following terms:

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

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

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on November 20, 2000, and terminate on May 20, 2001.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County insofar as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by all parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving thirty (30) days' written notice prior to the effective date of cancellation.
 - (b) By operation of law upon the date of termination of the contract, upon thirty (30) days written notice.

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

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

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

IN WITNESS THEREOF, the parties have affixed their respective signatures on the 21st day of November, 2000.

APPROVED:

David Butler
David Butler
Attorney at Law

Amy Johnson Davis
Amy Johnson Davis
McLean County Public Defender

Gary C. Riss
Gary C. Riss, Chairman
McLean County Board

ATTEST:

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

Members Sommer/Berglund moved the County Board approve a Request for Approval of a Contract for Special Public Defender with Attorney David Butler - Public Defender's Office. Acting-Clerk Clinton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

CONTRACT

This Contract, entered into this 20th day of November, 2000, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Julio Yarzagaray, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

1. Julio Yarzagaray is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of DUI cases. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, the sum of \$1,422.69 per month.

The Special Public Defender agrees to the following terms:

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

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

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on November 20, 2000, and terminate on May 20, 2001.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County insofar as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by all parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving thirty (30) days' written notice prior to the effective date of cancellation.
 - (b) By operation of law upon the date of termination of the contract, upon thirty (30) days written notice.

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

For the Public Defender:

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

For the McLean County Board:

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

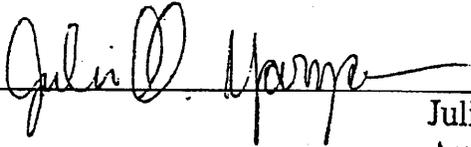
For the Attorney:

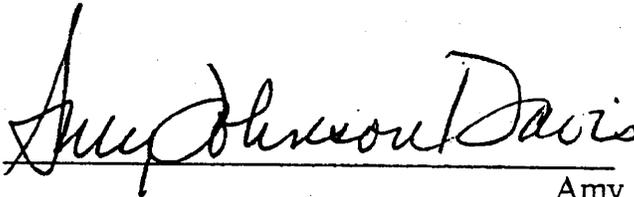
Julio Yarzaray
111 West Front Street
Bloomington, Illinois 61701

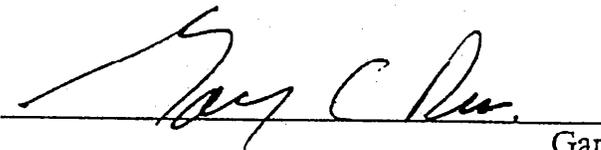
11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, thirty (30) days'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

IN WITNESS THEREOF, the parties have affixed their respective signatures on the ____ day of November, 2000.

APPROVED:


Julio Yarzagaray
Attorney at Law


Amy Johnson Davis
McLean County Public Defender


Gary C. Riss, Chairman
McLean County Board

ATTEST:


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

Members Sommer/Arnold moved the County Board approve a Request for Approval of a Contract for Special Public Defender with Attorney Julio Yarzagaray - Public Defender's Office. Acting-Clerk Clinton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer noted the Items to Report on pages 118-238 including the Report from LZT.

HUMAN SERVICES COMMITTEE:
Member Berglund, Chairman, stated there was a Stand-Up Meeting to approve bills.

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

RESOLUTION ADOPTING THE 2001 LEGISLATIVE PROGRAM FOR McLEAN COUNTY

WHEREAS, the Legislative Committee, after careful research and considerable discussion with County Officials and Members of the Illinois House of Representatives and Senate, has prepared a legislative program for 2001; and

WHEREAS, the 2001 Legislative Program contains requests for new legislation and for amendments to existing state laws in order to allow all counties to more effectively and economically operate using taxpayers' dollars; and

WHEREAS, the 2001 Legislative Program expresses support for local planning technical assistance legislation and the transportation to work program; and

WHEREAS, the 2001 Legislative Program expresses opposition to legislation which would increase county costs for retiree health insurance; and

WHEREAS, the 2001 Legislative Program contains a resolution in support of new legislation and amendments to existing state laws in order to improve safety at railroad crossings; and

WHEREAS, the 2001 Legislative Program contains a resolution in support of new legislation and amendments to existing state laws in order to transfer responsibility for collection and distribution of certain child support payments from the circuit clerk's office to the state; and

WHEREAS, the 2001 Legislative Program contains a resolution in opposition to raising the road construction and maintenance standard; and

WHEREAS, the Legislative Committee recommends that the McLean County Board adopt the attached 2001 Legislative Program which lists in detail the specific requests for the various state laws to be amended, for new legislation to be introduced, and for resolutions to be forwarded; now, therefore,

BE IT RESOLVED by the McLean County Board, in regular session, that the attached 2001 Legislative Program is hereby adopted and that said Program be sent to each State Representative and State Senator who represents McLean County, and to the Governor, respectfully requesting their support.

BE IT FURTHER RESOLVED that a copy of this 2001 Legislative Program be transmitted to Mr. William Anderson of Anderson Legislative Consulting, who represents McLean County's interests to the Government of the State of Illinois, and to

the United Counties Council of Illinois (U.C.C.I.) and the Metro Counties of Illinois with the request that they give serious consideration to supporting McLean County's 2001 Legislative Program.

ADOPTED by the County Board of the McLean, Illinois this 21st day of November, 2000.

ATTEST:



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

APPROVED:



Gary C. Riss, Chairman of the
McLean County Board

**A RESOLUTION TO SUPPORT LEGISLATION
FOR REPORTING AND INVESTIGATING RAILROAD ACCIDENTS
AND ESTABLISHING A VICTIM ADVOCACY OFFICE**

WHEREAS, the McLean County Board supports and applauds the commitment of the National Transportation and Safety Board in its thorough and detailed investigation of the September 26, 1999 railroad accident at the McLean Route 136 crossing that killed Dannen Latherow and Stuart Curtis; and

WHEREAS, the McLean County Board supports and applauds the commitment of the McLean County State's Attorney to collaborate with all investigative agencies involved with this accident and to take appropriate action; and

WHEREAS, the Legislative Committee of the McLean County Board has thoroughly reviewed the issues herein and recommends the passage of this Resolution; and

WHEREAS, the McLean County Board deems it proper and necessary to offer its support for legislation that will improve the reporting and investigating of railroad accidents and create a victim advocacy office; now, therefore,

BE IT RESOLVED that the McLean County Board supports and strongly encourages the passage of the following:

1. Legislation that would clarify and mandate the hierarchy of investigative responsibility at railroad accident sites.
2. Legislation that would require an unbiased federal agency to investigate railroad accidents in cases where the National Transportation and Safety Board is not available.
3. Legislation that would require direct reporting of railroad accidents to the National Transportation Safety Board rather than to the railroads or victim representative.
4. Legislation mandating full cooperation of all local, county and state offices and agencies assisting such investigations at the accident scene.
5. Legislation mandating the reporting of all malfunctions at railroad crossings to a central public agency which in turn would make such reports publicly accessible.
6. Legislation establishing a victim advocacy office which would be associated with the Illinois State Police or Illinois Commerce Commission

for aiding victims and their families in securing information concerning railroad accidents.

7. Legislation mandating drug testing, not only for the victims, but for all parties to railroad accidents.
8. Legislation establishing a procedure to secure all evidence relating to railroad accidents at the scene, and to ensure a legally sufficient chain of custody for said material; and

BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois that all State legislators, particularly those who represent the citizens of McLean County, be strongly encouraged to support any legislation which would improve reporting and investigating of railroad accidents and which would establish a victim advocacy office; and

BE IT FURTHER RESOLVED that a copy of this resolution be provided to each State Representative and State Senator who represents McLean County, and to the Governor, respectfully requesting their support; and

BE IT FURTHER RESOLVED that a copy of this resolution be provided to the United Counties Council and the Metro Counties of Illinois with the request that those organization give serious consideration to supporting this resolution.

This Resolution shall be effective immediately upon its adoption.

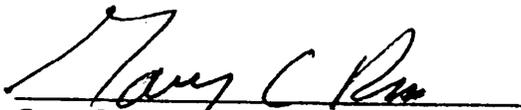
Adopted by the County Board of the County of McLean, Illinois, this 21st day of November, 2000.

ATTEST:

APPROVED:



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



Gary C. Riss, Chairman of the
McLean County Board

**A RESOLUTION TO SUPPORT
TRANSFER OF RESPONSIBILITY FOR ALL CHILD SUPPORT
PAYMENTS TO THE STATE OF ILLINOIS**

WHEREAS, The Federal government mandated significant changes in the child support system; and

WHEREAS, the Federal mandate did not allow sufficient time for the State of Illinois to properly plan and implement this unwarranted mandate; and

WHEREAS, the Illinois State Disbursement Unit has consistently experienced management and procedural shortfalls; and

WHEREAS, these shortfalls and the lack of tools and resources made available to the Circuit Clerks to assist constituents has created communications, service delivery and customer service problems in the child support area; and

WHEREAS, the Circuit Clerks no longer have the authority, and therefore do not have the ability, to provide efficient and effective child support payment services to their constituents; now therefore

BE IT RESOLVED, by the County Board of McLean County, Illinois that all state legislators, especially those who represent the citizens of McLean County, be strongly encouraged to support efforts by the Illinois Association of Circuit Court Clerks to take any and all measures to transfer all fiduciary responsibility for child support which is currently assigned to the Circuit Clerks to the State of Illinois, effective July 1, 2002; and

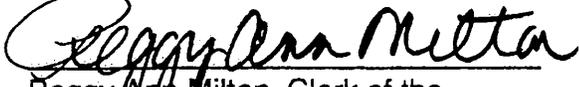
BE IT FURTHER RESOLVED, that, concurrent with the elimination of the \$36 Child Support Administrative Fee, legislation be introduced which would authorize Circuit Clerks to increase filing fees on divorce and family cases in an amount sufficient to replace the child support administrative fee revenue; and

BE IT FURTHER RESOLVED by the McLean County Board, in regular session, that a copy of this resolution be sent to each State Representative and State Senator who represents McLean County, and to the Governor, respectfully requesting their support; and

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

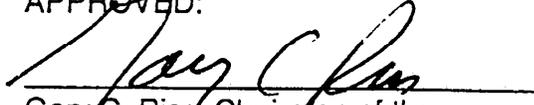
ADOPTED by the County Board of the McLean, Illinois this 21st day of November, 2000.

ATTEST:



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

APPROVED:



Gary C. Riss, Chairman of the
McLean County Board

**A RESOLUTION TO OPPOSE LEGISLATION
WHICH RESULTS IN ADDITIONAL EXPENDITURES OR LIABILITY
FOR BICYCLE USE OF COUNTY PROPERTY**

WHEREAS, Senate Bill (SB) 839, introduced in the 91st General Assembly, would amend provisions of the Local Government and Government Employees Tort Immunity Act concerning a local public entity's duty to maintain its property in a reasonably safe condition for intended and permitted users, including persons riding bicycles; and

WHEREAS, Senate Bill 839 was amended to provide that neither a local public entity nor a public employee shall be liable for an injury to a bicyclist where the liability is based on the existence of a condition of any street or highway, bike lane, bike route, or bike path unless the local public entity or public employee is guilty of willful and wanton misconduct proximately causing the injury; and

WHEREAS, SB 839 was re-referred to the Rules Committee; and

WHEREAS, many parties remain interested in this matter; and

WHEREAS, McLean County cannot afford the cost of constructing and maintaining all of its property to a standard to insure the safety of all bicyclists; and

WHEREAS, McLean County cannot afford the cost to post and maintain signs to prohibit bicycle use of its property; and

WHEREAS, McLean County does not desire or intend to prohibit bicycle use of its property; now, therefore

BE IT RESOLVED, by the County Board of McLean County, Illinois, that all State legislators, especially those who represent the citizens of McLean County, be strongly encouraged to oppose any legislation which would mandate a standard of bicycle use on McLean County property which would place financial or liability burdens on McLean County; and

BE IT FURTHER RESOLVED that this Resolution be provided to those in the Illinois Legislature who represent McLean County and to other legislators and other counties as deemed appropriate by the County Board Chairman.

This Resolution shall be effective immediately upon its adoption.

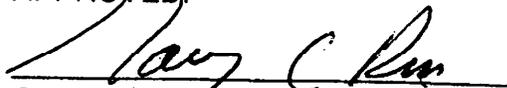
Adopted by the County Board of McLean County this 21st day of November, 2000.

ATTEST:



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

APPROVED:



Gary C. Riss, Chairman of the
McLean County Board

Members Sorensen/Kinzinger moved the County Board approve a Request for Approval of a Resolution Adopting the 2001 Legislative Program for McLean County. Acting-Clerk Clinton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen announced the Legislative Breakfast is Scheduled for December 15, 2000, 8:00 a.m., at Jumer's Hotel, in Bloomington.

Member Sorensen noted the General Report is located on pages 276-293.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik noted the County Board's Annual dinner will be held November 21, 2000, 6:00 p.m. at the Radisson Hotel.

Mr. Zeunik also informed the Board Mr. Craig Nelson has been appointed as the Director of Information Services.

CONSIDERATION OF FISCAL YEAR 2001 BUDGET:
Member Sweeney presented the following:

**FISCAL YEAR 2001 COMBINED ANNUAL
APPROPRIATION AND BUDGET ORDINANCE**

WHEREAS, pursuant to Chapter 55, Illinois Compiled Statutes (1992), Paragraph 5/6-1002, the County Board of the County of McLean, Illinois, has considered and determined the amount of monies estimated and deemed necessary to meet and defray all legal liabilities and necessary expenditures to be incurred by and against the County of McLean for the 2001 Fiscal Year beginning January 1, 2001 and ending December 31, 2001, and has further listed and specified the several detailed statements of budgeted itemized County expenditures in the attached recommended budgets; now, therefore,

BE IT, AND IT IS HEREBY PROVIDED AND ORDERED BY THE COUNTY BOARD, County of McLean in the meeting assembled that the 2001 Fiscal Year begins January 1, 2001 and ends December 31, 2001.

BE IT ORDERED, that the attached recommended budget be and the same is hereby adopted and appropriated as the annual budget of McLean County for the 2001 Fiscal Year beginning January 1, 2001.

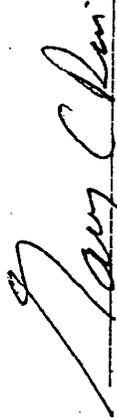
BE IT FURTHER ORDERED, that the amounts listed as budget amounts for the fiscal year in the schedules of the annual budget herein adopted be and the same are hereby appropriated for the purposes herein specified or so much thereof as may be authorized by law, which amounts are in summary those listed below:

ADOPTED by the County Board of the County of McLean, Illinois, this 21st day of November, 2000.

ATTEST:


Peggy Appleton, Clerk of the County Board
of McLean County, Illinois

ADOPTED:


Gay C. Riss, Chairman
McLean County Board

Members Sweeney/Berglund moved the County Board approve a Request for Approval and Adoption of the Fiscal Year 2001 Combined Annual Appropriation and Budget Ordinance and the Five Year Capital Improvement Budget. Acting-Clerk Clinton shows the roll call vote as follows: Segobiano-yes, Sommer-yes, Sorensen-yes, Sweeney-yes, Arnold-yes, Bass-yes, Berglund-yes, Bostic-yes, Emmett-yes, Gordon-yes, Hoselton-yes, Kinzinger-yes, Lawlis-yes, Peterson-yes, Pokorney-yes, Renner-yes, Rodman-yes, and Salch-yes. Eighteen yes; Motion carried.

McLEAN COUNTY 2000 TAX LEVY ORDINANCE

WHEREAS, pursuant to Chapter 35, Illinois Compiled Statutes (1992), Paragraph 20.5/1.56, the County Board of McLean County, Illinois, at the November 21, 2000 meeting, has considered a Tax Levy Ordinance in the amount of \$20,974,537.00 for County purposes; and

WHEREAS, the County Board of McLean County has deemed that it will be necessary to levy taxes in the amount of \$20,974,537.00 to be raised upon the real property, land, and railroads, in McLean County, Illinois for the raising of monies for the several objects and purposes specified in said Annual Budget and Appropriation Ordinance, and as specified in Attachment A to this Ordinance; now, therefore,

BE IT ORDERED that the words "full assessed valuation" shall be held and taken to mean full assessed valuation as equalized or assessed by the McLean County Board of Review and the Illinois Department of Revenue, on all taxable property in the political subdivision of the County of McLean for the current year.

BE IT, AND IT IS HEREBY PROVIDED AND ORDERED BY THE COUNTY BOARD that there is hereby levied, separate property taxes as follows:

PROPOSED 2000 TAX LEVY BY FUND

<u>Fund</u>	<u>2000 Tax Levy</u>	<u>Statutory Maximum</u>	<u>Statutory Authority</u>
0001 County General Fund	\$ 5,637,160.00	\$ 0.2500	Chapter 55, <u>Illinois Compiled Statutes (1992)</u> , 5/5-1024
0120 County Highway Fund	\$ 1,693,000.00	\$ 0.0750	Chapter 605, <u>Illinois Compiled Statutes</u> (1992), 5/5-601
0121 Bridge Matching Fund	\$ 1,129,000.00	\$ 0.0500	Chapter 605, <u>Illinois Compiled Statutes</u> (1992), 5/5-602
0122 County Matching Fund	\$ 847,000.00	\$ 0.0375	Chapter 605, <u>Illinois Compiled Statutes</u> (1992), 5/5-603

(2)

0110 Persons/Developmental Disabilities Fund	\$ 524,892.00	\$ 0.1000	Chapter 55, <u>Illinois Compiled Statutes (1992)</u> , 105-1
0111 Tuberculosis Care and Treatment Fund	\$ 235,395.00	\$ 0.0750	Referendum 11/6/60 and action of County Board of Supervisors 6/15/61, Chapter 55, <u>Illinois Compiled Statutes (1992)</u> , 5/5-23029
0112 Health Department Fund	\$ 2,233,790.00	\$ 0.1500	Chapter 55, <u>Illinois Compiled Statutes (1992)</u> , 5/5-25003. Increased by Referendum in accordance with Chapter 55, <u>Illinois Compiled Statutes (1992)</u> , 5/5-25025 for Mental Health
0129 Children's Advocacy Fund	\$ 90,532.00	\$ 0.0040	Chapter 55, <u>Illinois Compiled Statutes (1992)</u> 80/6. Established by Referendum in accordance with Chapter 55, <u>Illinois Compiled Statutes (1992)</u> 80/6, November 8, 1994.
0130 Federal Social Security Fund	\$ 1,736,629.00	none	Chapter 40, <u>Illinois Compiled Statutes (1992)</u> , 5/21-110
0131 Illinois Municipal Retirement Fund	\$ 1,119,782.00	none	Chapter 40, <u>Illinois Compiled Statutes (1992)</u> , 5/7-171
0134 Historical Museum Fund	\$ 45,266.00	\$ 0.0020	Chapter 55, <u>Illinois Compiled Statutes (1992)</u> , 5/6-23001

(3)

0135 Tort Judgment Fund	\$ 1,787,714.00	none	Chapter 745, <u>Illinois Compiled Statutes</u> (1992), 10/9-107
0136 Veterans Assistance	\$ 138,911.00	\$ 0.0300	Chapter 55, <u>Illinois Compiled Statutes</u> (1992), 5/5-2006
0161 Law and Justice Center Lease Bond	\$ 2,115,613.00	none	September 15, 1987, Lease between McLean County and the Public Building Commission, Chapter 50, <u>Illinois Compiled Statutes</u> (1992), 20/18
0162 Law and Justice Center Additional Rental Fund	\$ 1,639,726.00	none	Chapter 50, <u>Illinois Compiled Statutes</u> (1992) 20/18

TOTAL TO BE LEVIED: \$20,974,537.00

BE IT FURTHER ORDERED that the Levies with respect to each of the foregoing funds as separate and numbered above be and are hereby separate and apart from each other.

BE IT FURTHER ORDERED that the Levies, to be extended by the County Clerk with respect to each of the foregoing funds separated and numbered above, are not in excess of the rate authorized by Statute or referendum for the County of McLean (Chapter 35, Illinois Compiled Statutes (1992), 205/162):

That the sums levied above in the amount of \$20,974,537.00 were levied pursuant to Chapter 35, Illinois Compiled Statutes (1992), Paragraph 21.5/8, and that this Ordinance is a certification by the County Board Chairman that the McLean County Board is in compliance with the Truth in Taxation Act.

(4)

That the provisions of the Appropriation and this Ordinance shall be deemed separable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

That the sums heretofore levied in the amount of \$20,974,537.00 be raised by taxation upon the property in this County and the County Clerk of McLean County is hereby ordered to compute and extend upon the proper collector's books for the said year, the sums heretofore levied or so much as will not in aggregate exceed the limit established by law on the assessed valuation as equalized by the Department of Revenue for the Year 2000.

APPROVED and ADOPTED by the County Board of McLean County, Illinois, at the meeting of November 21, 2000.

Dated this 21st day of November, 2000.

ATTEST:

APPROVED:

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

Gary C. Riss, Chairman
McLean County Board

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Members Sweeney/Peterson moved the County Board approve a Request for Approval and Adoption of the 2000 Tax Levy Ordinance for McLean County and Authorize the Chairman and County Clerk to Sign. Acting-Clerk Clinton shows the role call vote as follows: Segobiano-yes, Sommer-yes, Sorensen-yes, Sweeney-yes, Arnold-yes, Bass-yes, Berglund-yes, Bostic-yes, Emmett-yes, Gordon-yes, Hoselton-yes, Kinzinger-yes, Lawlis-yes, Peterson-yes, Pokorney-yes, Renner-yes, Rodman-yes, and Salch-yes. Eighteen yes; Motion carried.

AMENDMENT TO THE FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions Resolution on November 27, 1984 which became effective on January 1, 1985, and which has been subsequently amended; and,

WHEREAS, the full-time equivalent positions and their estimated personnel expenditures are detailed in this Resolution; and,

WHEREAS, the Full-Time Equivalent Positions Resolution includes an across-the-board increase of 2.5% for all County employees, other than Elected Officials and those employees covered by collective bargaining agreements; and,

WHEREAS, the Executive Committee has recommended to the County Board that said resolution be further amended in order to reflect all full-time equivalent (FTE) positions funded in the Fiscal Year 2001 McLean County Combined Annual Appropriation and Budget Ordinance; now, therefore,

BE IT RESOLVED that the following Funded Full-Time Equivalent Positions Resolution be and hereby is adopted:

11.51 FULL-TIME EQUIVALENT POSITIONS AUTHORIZED. The full-time equivalent positions as listed in the approved and adopted budget for each County department and office are approved in the Fiscal Year 2001 McLean County Combined Annual Appropriation and Budget Ordinance and are authorized to be filled.

11.52 ADDITIONS OF POSITIONS. In the event that there is a need for any position or positions in addition to those authorized herein, it shall be the responsibility of the Department Head to submit a request for funding to the proper committee; except that the Health Department and the Tuberculosis Clinic shall submit such funding requests to the Board of Health or Tuberculosis Care and Treatment Board, as the case may be. The authorization of any additional position(s) shall be accomplished only by amendment to this Resolution by the County Board.

11.53 REPEAL. The Funded Full-Time Equivalent Positions Resolution as adopted by the County Board on December 12, 1985 (Chapter 11, Sections 11.51 through 11.56 inclusive), and as subsequently amended is hereby repealed as of January 1, 2001.

11.54 EFFECTIVE DATE. This Resolution shall take effect and be in full force on and after January 1, 2001.

ADOPTED by the County Board of McLean County, Illinois, this 21st day of November, 2000.

ATTEST:


Peggy Ann Wilson, Clerk of the County

Board of the County of McLean, Illinois

APPROVED:



Gary C. Riis, Chairman
McLean County Board

Members Sweeney/Segobiano moved the County Board approve a Request for Approval and Adoption of the Fiscal Year 2001 Full-Time Equivalent Positions Resolution and Authorize the Chairman and County Clerk to Sign. Acting-Clerk Clinton shows the role call vote as follows: Segobiano-yes, Sommer-yes, Sorensen-yes, Sweeney-yes, Arnold-yes, Bass-yes, Berglund-yes, Bostic-yes, Emmett-yes, Gordon-yes, Hoselton-yes, Kinzinger-yes, Lawlis-yes, Peterson-yes, Pokorney-yes, Renner-yes, Rodman-yes, and Salch-yes. Eighteen yes; Motion carried.

Members Sweeney/Gordon moved the County Board approve a Request for Board Authorization to Have the County Administrator to Publish Legal Notice and the Fiscal Year 2001 Adopted Budget Appropriation. Acting-Clerk Clinton shows the role call vote as follows: Segobiano-yes, Sommer-yes, Sorensen-yes, Sweeney-yes, Arnold-yes, Bass-yes, Berglund-yes, Bostic-yes, Emmett-yes, Gordon-yes, Hoselton-yes, Kinzinger-yes, Lawlis-yes, Peterson-yes, Pokorney-yes, Renner-yes, Rodman-yes, and Salch-yes. Eighteen yes; Motion carried.

OTHER BUSINESS AND COMMUNICATION:

Chairman Riss stated the Illinois Department of Agriculture's Information Meeting on the proposed Stoneridge Dairy is Tuesday November 28, 2000, 6:00 p.m. at the Bellflower Community Center in Bellflower, Illinois. Member Sorensen asked if there was an opinion from the State's Attorney's Office regarding communication outside of official meetings on this topic. Chairman Riss answered that this is not that type of zoning hearing. Mr. Ruud added that according to statute, because an informational meeting was requested, the Members are required to make a written, non-binding advisory recommendation within thirty days after that hearing. Recommendation must be solely based on the information tendered at that hearing. Therefore, if information is gathered outside that hearing it should not be considered. Discussion followed regarding the possibility of obtaining a transcription of the meeting.

Chairman Riss noted the Swearing-In Ceremony and Organization Meeting is on Monday, December 4, 2000, at 8:30 a.m.

Chairman Riss presented items to Members Lawlis and Peterson thanking them for their service to the Board.

The Board recognized Chairman Riss for his years of service. Chairman Riss thanked the Board and expressed his pride in County Board. He voiced his appreciation of John Zeunik, the staff of the Administrator's Office, and Don Newby.

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

MCLEAN COUNTY BOARD COMPOSITE

November 21, 2000

2000 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$569,952.45	\$569,952.45
Finance	\$17,402.24	\$459,540.99	\$476,943.23
Human Services		\$370,711.70	\$370,711.70
Justice		\$1,163,853.01	\$1,163,853.01
Land Use		\$14,694.00	\$14,694.00
Property		\$174,142.34	\$174,142.34
Transportation		\$1,017,534.92	\$1,017,534.92
Health Board		\$328,639.03	\$328,639.03
T.B. Clinic		\$18,490.00	\$18,490.00
Disability Board		\$42,881.96	\$42,881.96
Total	\$17,402.24	\$4,160,440.40	\$4,177,842.64

Gary Riss, Chairman
McLean County Board

Members Segobiano/Sommer moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Riss to sign them. Acting-Clerk Clinton shows all Members voting in favor of the Motion. Motion carried.

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Members Segobiano/Renner moved for adjournment until Monday, December 4, 2000 at 8:30 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Acting-Clerk Clinton shows all Members present voting in favor of the Motion. Motion carried.

Time 9:50 a.m.

Gary Riss
County Board Chairman

Ruth E. Clinton
Ruth Clinton
Acting County Board Clerk

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 21st day of November, 2000, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 7 day of December 2000.

Peggy Ann Milton
Peggy Ann Milton, McLean County Clerk