

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

October 16, 2001



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October 16, 2001

The McLean County Board met on Tuesday, October 16, 2001 at 5:00 p.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

The following Members answered to roll call:

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

The following Member was absent:

Matt Sorensen.

Proceedings of September Meeting:

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

Notice of Public Hearing:

The following was read by Chairman Sweeney:

PUBLIC HEARING:
BOND ISSUE NOTIFICATION ACT

The Bond Issue Notification Act requires that a public hearing be called and held in connection with the proposed Lease Agreement in the principal amount of \$11,000,000.00 between the County and the City of Bloomington, McLean County, Illinois, as lessees, and the Public Building Commission of McLean County, Illinois, McLean County, Illinois, as lessor, relating to the acquisition and improvement of an office building located in the corporate limits of the City of Bloomington at 115 East Washington Street. The payments to be made by the

County pursuant to the Lease Agreement with the Public Building Commission will be a general obligation of the County.

Pursuant to State law, notice of the Bond Issue Notification Act public hearing was duly published in The Pantagraph, the same being a newspaper of general circulation in the County, on October 1, 2001, and said notice has also been published in the County Board Agenda for the Board's regular meeting on Tuesday, October 16, 2001.

At this time, pursuant to the provisions of the Bond Issue Notification Act, all persons desiring to offer testimony or comment, written or oral, on the proposed Lease Agreement in the principal amount of \$11,000,000.00 will be given an opportunity to come forward at this time.

No one came forward.

Pursuant to the provisions of the Act, I would like to explain the reasons for the proposed Lease Agreement. The proposed Lease Agreement, in the principal amount of \$11,000,000.00 between the County and the City of Bloomington, McLean County, Illinois, as lessees, and the Public Building Commission of McLean County, Illinois, McLean County, Illinois, as lessor, will provide for the acquisition of an office building at 115 East Washington Street and the renovation of said office building for necessary and suitable office space for County government offices and City government offices. In addition, the Lease Agreement will provide for the construction of two additional parking decks on the Abraham Lincoln Parking Deck, which is located at the intersection of Front and East Streets in the corporate limits of the City of Bloomington, Illinois.

First, pursuant to the provisions of the Act, I would invite additional comments from the County Board members.

No comments were made.

Second, pursuant to the provisions of the Act, I would ask any one wishing to present written testimony to come forward and give your written statement to the County Clerk.

No one responded.

Finally, pursuant to the provisions of the Act, I would ask any one wishing to present oral testimony or any public comments concerning the proposed Lease Agreement to come forward at this time.

Member Owens asked if there was a need for the two additional decks on the parking garage. Chairman Sweeney responded the parking deck is leased and there is a waiting list for potential people for the deck. Member Hoselton asked if the City owned the parking deck. Chairman Sweeney answered "yes" and stated the City is responsible for the additions to the parking deck.

All persons desiring to be heard have been given an opportunity to present oral and written testimony with respect to the proposed Lease Agreement.

If there is no additional testimony or comment to be presented at this time, a Motion to Adjourn the Bond Issue Notification Act public hearing is in order.

Rodman/Sommer moved the County Board adjourn the Bond Issue Notification Act public hearing. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

The following was read by Chairman Sweeney:

PUBLIC HEARING:
PUBLIC BUILDING COMMISSION ACT

The Public Building Commission Act requires that a public hearing be called and held in connection with the proposed Lease Agreement in the principal amount of \$11,000,000.00 between the County and the City of Bloomington, McLean County, Illinois, as lessees, and the Public Building Commission of McLean County, Illinois, McLean County, Illinois, as lessor, relating to the acquisition and improvement of an office building located in the corporate limits of the City of Bloomington at 115 East Washington Street.

Pursuant to State law, notice of the Public Building Commission Act public hearing was duly published in *The Pantagraph*, the same being a newspaper of general circulation in the County, on October 2, 2001, and said notice has also been published in the County Board Agenda for the Board's regular meeting on Tuesday, October 16, 2001.

The proposed Lease Agreement in the principal amount of \$11,000,000.00 between the County and the City of Bloomington, McLean County, Illinois, as lessees, and the Public Building Commission of McLean County, Illinois,

McLean County, Illinois, as lessor, will provide for the acquisition of an office building at 115 East Washington Street and the renovation of said office building

for necessary and suitable office space for County government offices and City government offices. In addition, the Lease Agreement will provide for the construction of two additional parking decks on the Abraham Lincoln Parking Deck, which is located at the intersection of Front and East Streets in the corporate limits of the City of Bloomington, Illinois.

At this time, pursuant to the provisions of the Public Building Commission Act, any person or persons desiring to offer testimony or comment for or against the proposed Lease Agreement in the principal amount of \$11,000,000.00 will now be given an opportunity to come forward at this time.

No one came forward.

At this time, pursuant to the provisions of the Act, all persons present who wish to file written comments will now be given an opportunity to file the written statements with the County Clerk.

No one responded.

If there is no additional testimony or comment to be presented at this time, a Motion to Adjourn the Public Building Commission Act public hearing is in order.

Members Rodman/Gordon moved the County Board adjourn the Public Building Commission Act public hearing. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Consent Agenda:

Chairman Sweeney questioned if there were items any Member would like removed. Member Gordon asked for Item 7-B-1 to be removed because the applicants withdrew their application.

The Amended Consent Agenda read as follows:

7. CONSENT AGENDA:

A. County Highway Department - Jack Mitchell, County Engineer

RESOLUTIONS:

- a) Request for Approval of Joint Purchase Resolution
- b) Request for Approval of a Supplemental Resolution
For Improvement by County Under Illinois Highway
Code, Sec. 97-00165-00-FP

B. Building & Zoning - Phil Dick, Director

①) Zoning Case: *Withdrawn.*

Deny the application of Daniel E. and Ann T. Sweeney and Patrick D. and Ann J. Sweeney for a map amendment to change the zoning classification of a 38 acre property from a designation of A-Agriculture District to a designation of R-1 Single Family Residence District. The property is located in Bloomington Township immediately north of Road 1000N (County Highway 30 or Old Colonial Road) approximately ¾ of a mile east of U.S. Route 51.

2) Subdivision Case:

Approve a waiver of preliminary plan requirements and an ordinance adopting the final plat of the Knapp Farms Subdivision, file number S-01-14. The property is located in Gridley Township immediately north of Road 2600N (Clarksville Road) approximately 1/8 mile east of Road 2000E.

C. Transfer Ordinances

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

Property Committee

- a) Request for Approval of Bid to Replace Boilers
in the Law and Justice Center Building -
Facilities Management

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

a)

REAPPOINTMENTS:

Park Lawn Cemetery Association

Mr. David Yoder
6746 Old Peoria Road
Danvers, Illinois 61732
Reappointed to a Six Year Term to
Expire on November 1, 2007

Mid-Central Community Action

Ms. P.A. "Sue" Berglund
1019 East Olive Street
Bloomington, Illinois 61701
Reappointed to a One Year Term to
Expire October 1, 2002

Law and Justice Commission Mobile Team

Unit 8 District

Mr. Joseph Sommer
615 Sunrise Drive
Chenoa, Illinois 61726
Reappointed for a One Year Term to
Expire November 30, 2002

McLean County Extension Board

Ms. P.A. "Sue" Berglund
1019 East Olive Street
Bloomington, Illinois 61701
Reappointed to a One Year Term to
Expire November 1, 2002

b)

APPOINTMENTS:

East Central Illinois Area Agency on Aging

Ms. Geraldine Decker
9594 Challenger Drive
Bloomington, Illinois 61704
Appointed for a Three Year Term to
Expire on September 30, 2004

Hudson Fire Protection District

Mr. Paul McKinney
511 North Broadway
Hudson, Illinois 61748
Appointed to Fill the Remainder of a
Three Year Term to Expire on April 30, 2004

Lexington Fire District
Mr. Richard Sloan
Rural Route 2, Box 29
Lexington, Illinois 61753
Appointed to Fill a Three-Year Term to
Expire on April 30, 2004

c) RESIGNATIONS

Hudson Fire Protection District
Mr. Bruce Stephens
Rural Route 1, Box 268
Hudson, Illinois 61748
Resignation Effective August 13, 2001
Remainder of Three Year Term Expires
April 30, 2004

Lexington Fire Protection District
Mr. Donald Riddle
Rural Route 2
Lexington, Illinois 61753
Resignation Effective September 15, 2001
Remainder of Three Year Term Expires
April 30, 2004

F. **Approval of Resolutions of Congratulations and Commendation**

002

PANTAGRAPH

10/11/01 14:28 FAX 8299104

**NOTICE OF PUBLIC HEARING
CONCERNING THE INTENT OF
THE COUNTY BOARD OF THE
COUNTY OF MCLEAN,
ILLINOIS TO APPROVE AND
EXECUTE A LEASE IN THE
PRINCIPAL AMOUNT OF
\$11,000,000.00**

PUBLIC NOTICE IS HEREBY GIVEN that the County Board of The County of McLean, Illinois (the "County"), will hold a public hearing on the 16th day of October, 2001, at 5:00 o'clock P.M. The hearing will be held at 5:00 p.m. at the McLean County Law and Justice Center, Room 700, 104 West Front Street, Bloomington, Illinois. The purpose of the hearing will be to receive public comments on the proposal by the County to enter into a Lease Agreement in the principal amount of \$11,000,000.00 with the Public Building Commission of McLean County, Illinois, McLean County, Illinois, relating to the acquisition and improvement of an office building. The payments required under the Lease Agreement will be a general obligation of the County.
By order of the County Board of The County of McLean, Illinois the 18th day of September, 2001.
Peggy Ann Milton
County Clerk

**Certificate of Publication in
THE PANTAGRAPH**

**STATE OF ILLINOIS
COUNTY OF MCLEAN
CITY OF BLOOMINGTON—ss.**

PANTAGRAPH PUBLISHING CO. hereby certifies that it is now and has been for more than one year continuously, d/b/a THE PANTAGRAPH, a daily secular newspaper of general circulation in said County, printed and published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that THE PANTAGRAPH is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper

two times
for _____ successive
The first publication on the 2nd
day of October 2001
and the last publication on the 7th
day of October 2001

IN WITNESS WHEREOF, THE SAID PANTAGRAPH PUBLISHING CO. d/b/a THE PANTAGRAPH has caused its name to be hereunto signed by its Publisher, Financial Director, Accounting Manager on this 11th day of October 2001

PANTAGRAPH PUBLISHING CO.
d/b/a THE PANTAGRAPH
By Frances E. Barth
Its Accounting Manager
Printer's Fees \$ 156.64
Paid _____ 20_____
Ad Number 3910

**Certificate of Publication in
THE PANTAGRAPH**

STATE OF ILLINOIS
COUNTY OF MCLEAN
CITY OF BLOOMINGTON—ss.

PANTAGRAPH PUBLISHING CO. hereby certifies that it is now and has been for more than one year continuously, d/b/a THE PANTAGRAPH, a daily secular newspaper of general circulation in said County, printed and published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that THE PANTAGRAPH is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper _____ time _____

for _____ successive _____
The first publication on the 1st
day of October 2001
and the last publication on the _____
day of _____ 20_____

IN WITNESS WHEREOF, THE SAID PANTAGRAPH PUBLISHING CO. d/b/a THE PANTAGRAPH has caused its name to be hereunto signed by its Publisher, Financial Director, Accounting Manager on this 2nd day of October 2001

PANTAGRAPH PUBLISHING CO.
d/b/a THE PANTAGRAPH

By Frances E. Barth
Its Accounting Manager _____
Printer's Fees \$ 71 20
Paid _____ 20_____
Ad Number 3845

NOTICE OF PUBLIC HEARING ON LEASE
between The County of McLean, Illinois, and the Public Building Commission of McLean County, Illinois, McLean County, Illinois
A public hearing regarding a lease between The County of McLean, Illinois, as lessee, and the Public Building Commission of McLean County, Illinois, McLean County, Illinois, as lessor, will be held by the County Board of said County on the 16th day of October, 2001, at 5:15 o'clock P.M. at the Law and Justice Center, Room 700, 104 West Front Street, Bloomington, Illinois. The largest yearly rental payment set forth in the lease will not exceed \$1,000,000.00. The maximum length of the lease is 20 years.
The purpose of the lease is to acquire and improve an office building to be leased by said Commission to said County and the City of Bloomington, McLean County, Illinois.
Dated this 18th day of September, 2001.
By Order of the County Board, of The County of McLean, Illinois
Peggy Ann Milton
County Clerk

**JOINT PURCHASING ACT
Participation Resolution**

Pursuant to the rules promulgated by the Illinois Department of Central Management Services ("Department") in furtherance of the Joint Purchasing Act,

BE IT HEREBY RESOLVED BY THE

McLean County Highway Department
(Name of Governmental Unit)

that said governmental unit does hereby agree on a voluntary basis to participate in the Joint Purchasing Program administered by the Department from the date of this resolution until such time as the Department is given written notice this resolution is revoked.

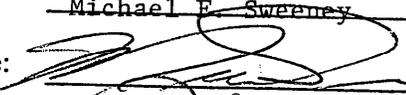
BE IT FURTHER RESOLVED THAT (John E. Mitchell, McLean County Engineer
Name/Title of Contact Person

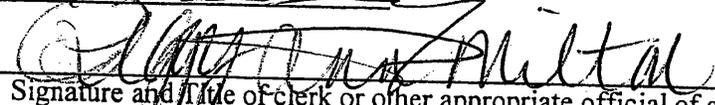
is hereby authorized and directed to execute on behalf of the governmental unit all necessary forms, applications, requisitions, and other documents related to this program.

DATE OF PASSAGE October 16, 2001

OFFICE OF GOVERNMENTAL UNIT (BOARD MEMBER)

Name: Michael E. Sweeney Title: Chairman

Signature: 

Attest: 
Signature and Title of clerk or other appropriate official of governing body
Peggy Ann Milton, County Clerk

Mailing Address for Joint Purchasing Material:

Street Address: 102 S. Towanda-Barnes Road
City/State/Zip Code: Bloomington, IL 61704
County: McLean
Phone: (309) 663-9445
(Area Code)
Email: _____



BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 29, (Towanda-Barnes Rd), beginning at a The SW corner of NW 1/4 of the SW 1/4 of Sec. 29, T23, R 3 E of the 3rd PM (Rt. 150)

and extending along said route(s) in a(n) Northerly direction to a point near The NW corner of Sec. 17, T23, R 3 E of the 3rd PM (Ireland Grove Road)

, a distance of approximately 2.75 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be Construction of 4 lanes with bi-directional, turn lanes basically rural construction with some urban construction
(Describe in general terms)

and shall be designated as Section 97-00165-00-FP and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by Contract
(Insert either "contract" or "the County through its officers, agents and employees") ; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Six Hundred Thousand and no/100 dollars, (\$600,000)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for the construction of this Improvement; and provide for engineering and right-of-way.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.
Be it further resolved that Six hundred thousand dollars (\$600,000) is hereby appropriated from the County Bridge fund for this project.

Michael F. Sweeney, Chairman McLean County Board

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular meeting held at Bloomington, IL

on October 16, 2001
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, IL in said County, this 16 day of October A.D. 2001

APPROVED

Date

Department of Transportation

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals concerning an application of Daniel E. and Ann T. Sweeney and Patrick D. and Ann J. Sweeney for a map amendment to change the zoning classification of property from a designation of A-Agriculture District to a designation of R-1 Single Family Residence District. This 38 acre property is part of Section 22, Township 23N, Range 3E of the 3rd Principal Meridian and is located in Bloomington Township immediately north of Road 1000N – County Highway 30 (Old Colonial Road) – approximately $\frac{3}{4}$ of a mile east of U.S. Route 51.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on September 18, 2001 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby reports the findings of fact and the recommendation as follows:

PHYSICAL LAYOUT – The 38 acre property is currently used for crop production. The property is relatively flat and drains generally to the south. The property has 1,400 feet of road frontage on the east side of Road 1350E, 1,500 feet on the west side of Road 1350E and 200 feet on the north side of Road 1000N. Road 1350E is a township road that extends north from Road 1000N and dead ends at Interstate I-74; this is a road that is substandard in width and condition that has not been maintained since Interstate I-74 was built.

SURROUNDING ZONING AND LAND USES – The property to the north across I-74 is used for agriculture and a single family residence. The land to the east is used as a tree nursery and crop production. The land to the south is used for residences and crop production. The land to the west is used for crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 115.38 out of 125 points. The site assessment score was 119 out of 175 points. The total LESA score was 238.38 out of 300 points. A score of 225 points and above means the property is of very high value for protection of agricultural land.

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

1. The proposed amendment is not compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses. The property has a high LESA score, has very productive soils and is currently in crop production. The surrounding property is in the Agriculture Zoning District. The Regional Comprehensive Plan designates this property as "Secondary Agriculture". There is currently not a trend toward residential development.

2. The proposed zoning classification is appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classification. The topography, dimensions and good soils of the property are appropriate for uses in both districts. The high LESA score illustrates how appropriate the property is for crop production.
3. Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classification. Since the land is flat, sight distance is good at many locations.
4. Adequate public roads connected to the arterial highway system are not currently available but may be reasonably supplied to serve the uses permitted in the proposed zoning classification if Road 1350E is improved. Road 1350E, a township road that extends north from Road 1000N and dead ends at Interstate I-74 is substandard in width and condition. For this reason, the Bloomington Township Road Commissioner has stated in a communication to the Department of Building and Zoning his objection to residential development on this property without an agreement to upgrade this road. No such agreement has been made.
5. The proposed amendment is consistent with the need to minimize flood damage and the development of the subject property for the uses permitted in the R1-Single Family Residence District will not have a substantial detrimental effect on the drainage patterns in the area if development on the property is properly engineered and built.
6. Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available to serve the uses permitted in the R1-Single Family Residence District. However, establishing private wells that produce an adequate supply of water in this area has often been difficult. Two residential subdivisions in the Crestwicke area, Crestwicke North Subdivision and the Gabriel Hills Subdivision, have remained vacant due to inadequate wells until public water was recently made available to them. Public water and sewer will be available from the Bloomington Township Water District to other areas in the Crestwicke area much sooner than they will be available to this property. The public water supply is located approximately $\frac{3}{4}$ mile to the east. The proposed public sewer will be over $\frac{1}{2}$ mile to the east when it is completed.
7. The proposed amendment is not consistent with the public interest, giving due consideration to the purpose and intent of this ordinance. It is too early to develop the subject property for residential use. The property is on the edge of a

designated growth area of the Comprehensive Plan as adopted last year, is not yet ready to be developed and is suitable for crop production.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested does not meet all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is not in the public interest. Therefore, the Zoning Board of Appeals hereby recommends denial of the request to change the zoning district classification of the property described above from A-Agriculture District to a classification of R1-Single Family Residence District.

ROLL CALL VOTE - The roll call vote was five members for the motion to recommend denial, no members were opposed and Members Joe Elble and Dave Kinsella were absent.

Respectfully submitted this 18th day of September 2001, McLean County Zoning Board of Appeals


Chair

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

ORDINANCE OF APPROVAL
FINAL PLAT
KNAPP FARMS SUBDIVISION, FILE S-01-14

WHEREAS, Larry Knapp as owner of the property has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for the Knapp Farms Subdivision, file number S-01-14, and has executed all agreements and documents required by the Land Subdivision Regulations of McLean County; and

WHEREAS, Larry Knapp has subdivided this property into one lot in order to set aside from a farm a former farm stead on 1.77 acres; and

WHEREAS, Larry Knapp plans to convey this property to his son in order to build a dwelling; and

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

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

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

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

Adopted by the County Board of McLean County, Illinois this 16th day of October 2001.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-01-14

1. REFERENCE

- a. Meeting date: October 4, 2001
- b. Subdivider's name and address: Larry Knapp, 26247 N 2000E Road, Lexington, IL 61753

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: Immediately north of Road 2600N (Clarksville Road) approximately 1/8 mile east of Road 2000E
- b. Township: Gridley Township
- c. Parcel Numbers: Part of 02-33-300-005
- d. Existing zoning: A-Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a one lot subdivision called Knapp Farms Subdivision
- f. Existing land use: Formerly a farm stead that includes five trees and an equipment building and where the owner's son plans to build a dwelling

3. DIMENSIONS:

- a. Size of Parcels: The lot is 250 feet wide and 225 feet deep, contains an access lane 690 feet in length and includes a total of 1.77 acres
- b. Road Dedication: 40 feet from the street centerline is being dedicated

The applicant is requesting a waiver of Preliminary Plan requirements and the staff is recommending that the request be approved. The proposed subdivision meets the minimum requirements of the Subdivision Ordinance and staff recommends approval. The County Health Department and the County Highway Department have signed off on the proposed waiver and subdivision.

Respectfully submitted,



Philip Dick, AICP, Director

X:\LU\StaffRepS-01-14

Co. Clerk

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

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

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

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

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

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

Executive Committee					
FUND 0001 DEPARTMENT 0043 INFORMATION SERVICES					
PGM 0047 DATA PROCESSING					
0833 0003	LEASE/PUR.COMPUTER EQUIP.	30,000.00		0833 0004 PURCHASE/COMP. SOFTWARE	10,000.00-
				0750 0001 EQUIPMENT MAINT. CONTRACT	20,000.00-

		30,000.00			30,000.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 16TH DAY OF OCTOBER , 2001



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST 

 COUNTY CLERK, MCLEAN COUNTY



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

October 11, 2001

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Director of Facilities Management to award the bid for the purchase and installation of two assemblies of Hydrotherm Multi-Temp Model MR-1500 BP gas-fired, high efficiency, iron modular hot water boiler assemblies (each assembly consisting of a 5-module boiler pack assembly) to Ruyle Corporation, 1325 N.E. Bond Street, Peoria, Illinois. Ruyle Corporation submitted the low bid in the amount of \$34,990.00.

Funds for this purchase were appropriated in the Fiscal Year 2001 adopted budget of the Facilities Management Department, Law and Justice Center program.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Haselton
Joseph Sommer

District #2
Matt Sorensen
W. Bill Emmett

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Dr. Robert L. Arnold

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

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

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

District #8
Paul R. Segobiano
Tarl Renner

District #9
Gene Salch
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls

From:

Bidders Form

Page five

Bidder's Name: Ruyle Corp.

Bidder's Address: 1325 N.E. Bond Street

City/State/Zip Code: Peoria, IL 61603

Telephone Number: (309) 674-6644

**To: McLean County
104 W. Front Street
Bloomington, Illinois 61702-2400**

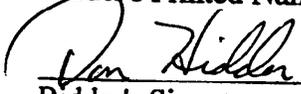
To Whom it May Concern:

I have received and reviewed the documents entitled "INVITATION TO BID PROJECT: REPLACEMENT BOILERS FOR McLEAN COUNTY LAW AND JUSTICE CENTER, SEPTEMBER, 2001". I have examined all documents and the referenced specifications on the bid documents and all attachments and have familiarized myself with the local delivery and installation conditions affecting the scope of this project and do herewith submit the following bid.

In submitting this bid, I agree:

1. To hold my bid(s) valid for a minimum of sixty (60) days from the stated expiration date of the receipt of all bids.
2. To enter into and accept purchase orders from COUNTY if awarded on the basis of my bid.
3. To furnish Certificates of Insurance in accordance with the instructions contained in the "INVITATION TO BID".
4. To perform delivery, installation, and successful start-up and operation of all equipment and installations in accordance with the bid specifications.
5. To ensure that all items fully comply with all federal, state, and local codes, laws, ordinances, regulations, policies, and provisions governing same.
6. Please see attached/returned Bidder's Sheet which is our bid for this project.

Don Hidden
Bidder's Printed Name


Bidder's Signature

Boiler Division Manager
Title of Bidder

10/26/01
Date Submitted

**Bid List and Specifications
McLean County Replacement Boilers
September, 2001**

Cast Iron Modular Boilers B1 and B2:

Specification:

Furnish and install in the north basement mechanical room of the McLean County Law and Justice Center, 104 W. Front Street, Bloomington, Illinois, in accordance with manufacturer's instructions, and in compliance with all rules and regulations of authorities having jurisdiction, securing any permits as necessary:

For Space Heating Only: Gas-fired cast iron modular hot water boilers, complete with two battery of boiler modules and accessories.

Heating plan shall be American Gas Association (A.G.A.) design certified for an input of 3,000 MBTUH. Heating plant shall consist of two (2) HYDROTHERM MULTI-TEMP MODEL MR-1500 BP, each with (Institute Boiler Rating) I=B=R net output rating of 1,043 MBTUH for automatic operation with (natural) gas.

Each of the modules shall be ASME coded for 100 psi working pressure (Section IV) and completely factory-assembled to include automatic combination gas valve with intermittent pilot, transformer, atmospheric-type lanced aluminized-steel burners, base, absorption unit, and hi-limit aquastat. For vent damper models, modules shall be pre-wired with plug-in type connections for vent dampers. Manufacturer shall provide an ASME pressure relief valve with a capacity to the module's gross output, a temperature/pressure indicator, a drain valve, and a draft hood for each module.

Pressure switches shall be installed on the heating plan fuel supply line to de-energize boilers on a high or low gas pressure condition.

Each battery of modules (see Attachment "A") shall be equipped with a manual reset hi-limit and a low water cut-off. Manufacturer shall provide insulated factory-finished steel jackets for assembly into one extended jacket for each battery of modules. Supply and Return headers, as supplied by the manufacturer, shall be included for each battery of modules with self-aligning couplings, pipe nipples, and unions for connection to modules (see Attachment "B").

Each module's cast iron absorption unit construction shall be of horizontal section design to provide zig-zag water flow through base, intermediate and top sections, with maximum heat transfer from deep-ribbed iron surfaces, assembled with cast iron push nipples. Cope seal shall be employed between sections to provide permanent gas-tight seal between sections. Sections shall be held together with draw rods. Flue collector shall be of same quality cast iron as absorption unit. Absorption unit shall be held to cast iron

Page seven

side plates and lined with high-temperature, mineral-fiber insulating panels by mounting clips and bands. Base assembly shall be fire-tested and dielectric tested.

Each module's gas controls shall be factory-wired and tested, and suitable for individual step firing without reducing module's thermal efficiency.

Boiler Control Panel:

Boiler manufacturer shall provide a control panel which includes reset staging controller Hydrotherm Model "S" (see Attachment "C") as required to reset system supply water temperature to match boiler capacity with actual building load maximizing the seasonal efficiency, indicating lights for each firing stage – low water, low gas pressure, and high gas pressure. Panel shall also include combustion air damper relay, combustion proof relay, and heat demand relay.

Manufacturer shall provide an approved engineering drawing of the modular heating plant installation including piping, wiring, and controls. A representative of the boiler manufacturer shall supervise start-up and shall be included in bid. A start-up report shall be submitted to the County.

Name of Bidder (Firm): Ruyle Corporation

Signature of Bidder: 

Bid:

Delivery, all installation, all plumbing, all electrical work, all insulation, all permits, start-up, and successful operation of two (2) HYDROTHERM MULTI-TEMP MODEL MR-1500 BP gas-fired, iron modular hot water boiler assemblies (each assembly consisting of a 5-module boiler assembly pack) to be installed in the north mechanical room of the basement of the McLean County Law and Justice Center, 104 W. Front Street, Bloomington, Illinois:

Total Project Cost: \$ 34,990.00

BoilerBid.Doc



AIR CONDITIONING

HEATING

VENTILATION

REFRIGERATION

PROFESSIONAL REFERENCES

Peoria County Courthouse
324 Main St.
Peoria, IL 61602
Contact: Larry Stranz
Phone: 309-672-6056

Tazewell County Courthouse
11 S. 4th St.
Pekin, IL 61554
Contact: Don Hailey
Phone: 309-477-2233

Henry County Courthouse
307 W. Center St.
Cambridge, IL 61238
Contact: Dick Erickson
Phone: 309-937-3575

Profref920.dh

RECEIVED

SEP 26 2001

MAINTENANCE OFFICE

RUYLE CORPORATION

AIR CONDITIONING

HEATING

VENTILATION

REFRIGERATION

F.E.I.N. #36-4206369

DUNS: 06-522-8710

D.H.R. #90493-00-0

Incorporated - Illinois - 1946

Principals:

Steve Foster
Chris Benson

President
Vice President

Banking:

National City Bank
301 S. W. Adams St.
Peoria, IL 61652-0749

Tom Schlink
(309) 655-5588
Fax: (309) 655-5886

Bonding Insurance:

Company: Allied Group
701 5th Avenue Dept. 2006
Des Moines, Iowa 50391-2006

Agent: Integrated Insurance
1912 N. Sheridan Road
Peoria, IL 61604

John Murphy (309) 686-3737

Insurance:

Federated Insurance
7700 N. Harker Drive
Suite C
Peoria, Illinois 61615

Megan Rothrock
(309) 693-3021
Fax: (309) 693-1689

Trade References:

T.F. Ehrhart
100 Morton Street
Peoria, IL 61603
(309) 676-1588
Fax: (309) 676-1590

Peoria Bearing Company
P.O. Box 1199
Peoria, IL 61653
(309) 673-8171
Fax: (309) 673-4557

Pioneer Park Supply
1705 W. Pioneer Parkway
Peoria, IL 61615
(309) 691-4213
Fax: (309) 691-2052

Crescent Electric Supply
1500 N. E. Adams St.
Peoria, IL 61603
(309) 673-8586
Fax: (309) 673-8590

Kleen Air Filter Company
329 N. Western
Peoria, IL 61604
(309) 637-4262
Fax: (309) 637-4263

Dreisilker Electric Motors
600 N. Jefferson St.
Peoria, IL 61603
(309) 672-1825
Fax: (309) 672-2008

Johnstone Supply
2021 S.W. Washington
Peoria, IL 61602
(309) 673-7483
Fax: (309) 673-7486
INFOSHT.PIH

American Metals Supply Co., Inc.
2301 N. Dirksen Parkway
Springfield, IL 62705-1325
(217) 528-7553
Fax: (217) 528-7920





Facilities Management
104 W. Front Street, P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5192 voice
(309) 888-5209 FAX jack@McLean.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM 
Director, Facilities Management

Date: September 27, 2001

Subj: **Replacement Boilers Project for Law and Justice Center**

Contained in the Adopted McLean County Budget for FY-2001 is a capital equipment project to replace ten-(10) vintage 1976 gas fired, cast iron, modular hot water boilers. A copy of the approved project, page 17 of the Five-Year Capital Improvement Program for Facilities Management, is attached for your review.

On Friday, September 7, 2001, a request for proposals was mailed to the area firms who perform this kind of installation. The project was advertised in the periodical of general circulation ("The Pantagraph"). As advertised, a pre-bid conference for all interested bidders was conducted on Friday, September 14, 2001. A total of five area firms attended the conference. The manufacturer's representative was also present to answer any questions during the pre-bid conference. The required replacement boilers were specified in the bid packet in order to comply with existing HVAC systems.

On September 26, 2001, a public bid opening was conducted for all bids received prior to the expiration time for the receipt of bids. A total of three (3) firms submitted a proposal. A copy of the Bid Tabulation Sheet is attached for your review.

The firm of Ruyle Corporation, 1325 N. E. Bond Street, Peoria, Illinois, submitted the low bid at \$34,990.00, for two assemblies of Hydrotherm Multi-Temp Model MR-1500 BP gas-fired, high efficiency, iron modular hot water boiler assemblies (each assembly consisting of a 5-module boiler assembly pack). A copy of their proposal is attached for your review.

This project involves County staff to remove the old boilers and the awarded firm to perform complete professional installation including all plumbing, electrical, piping, and insulation, start-up, and successful operation.

Replacement Boilers Project for Law and Justice Center

September 27, 2001

Page two

If this project is awarded, we have learned that the new boilers can be installed and operational by the third week of November, 2001. These boilers are used when the outside air temperature calls for full-load heating which we do not experience until January each year.

The existing boiler assemblies have been inspected by the manufacturer and determined to contain no asbestos containing materials.

Because the existing original 1976 boilers have outlived their useful life and parts are now hard to obtain or cannot be obtained, and because the low bid is below the budget for this project, we request and recommend approval of the project to the low bid firm at the October, 2001, McLean County Board meeting.

Thank you for your kind consideration of this request.

JEM:

Enclosures

2001 CAPITAL IMPROVEMENT BUDGET

Department: Facilities Management Sub Department: 50/Law & Justice Center Fund: General Line Item: 801.0001 Scheduled Start: 2001 Scheduled Completion: 2001 Project Manager: Jack Moody Project Type: Replacement Status: Necessary Quarter Needed: April-June Expected Life of Purchase: 20 years	Current Situation: Existing boilers at the LJC are around 25 years old.	Proposed Changes: Replace some of the older boilers in the LJC Building.
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	2001	2002	2003	2004	2005	Total
Cost Incurred	\$52,000					\$52,000

Invitation to Bid
Project:
Replacement Boilers for McLean County Law and Justice Center
Bid Opening, Wednesday, September 26, 2001, 2:00 p.m.
Room 703, Law and Justice Center
Bid Tabulation Sheet:

Bidder (Firm):

Bid:

1. <u>RUYLE CORP</u>	<u>\$ 34,990.00</u>
2. <u>IL Mech. SVCES</u>	<u>\$ 40,836.00</u>
3. <u>MID-IL MECH</u>	<u>\$ 41,600.00</u>
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____

Jackie Doye
Officiating Bid Opening

Tom Hawk
Officiating Bid Opening

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF DAVID D. YODER
AS A TRUSTEE OF THE PARK LAWN CEMETERY ASSOCIATION

WHEREAS, due to the expiration of term David Yoder, whose term on the Board of Trustees of the Park Lawn Cemetery Association expires on November 1, 2001, it is advisable to consider an appointment to this position; and

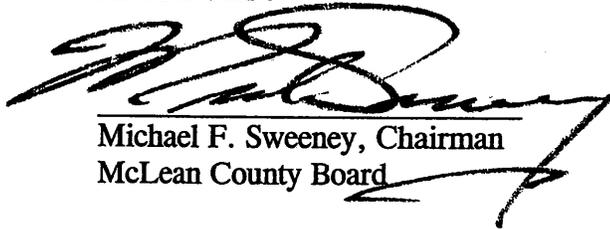
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

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 David D. Yoder as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2007, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to David D. Yoder, and Yoder & Yoder, Attorneys for the Park Lawn Cemetery Association.

ADOPTED by the County Board of McLean, County, Illinois this 16th day of October, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

**A RESOLUTION FOR REAPPOINTMENT OF P.A. "SUE" BERGLUND
AS A MEMBER OF THE BOARD OF MID-CENTRAL COMMUNITY ACTION, INC.**

WHEREAS, due to a vacancy on the Board of Mid-Central Community Action, Inc., it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 20, Section 625/3 has the responsibility to fill the expiration of a two-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 Board of Mid-Central Community Action, Inc. for a term of two years to expire on the first day of October, 2002 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to P.A. "Sue" Berglund and the Director of Mid-Central Community Action, Inc.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of October, 2001.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT 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 a reappointment 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, 2002 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 Reappointment to Joseph Sommer and Sheriff David Owens.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of October, 2001.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF P. A. "SUE" BERGLUND
AS A MEMBER OF THE
MCLEAN COUNTY 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 1, 2002, or until a successor shall have been qualified and appointed.

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

ADOPTED by the County Board of McLean County, Illinois, this 16th day of November, 2001.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION OF APPOINTMENT OF PAUL MCKINNEY
AS A TRUSTEE OF THE
HUDSON FIRE PROTECTION DISTRICT

WHEREAS, due to the resignation of Bruce Stephens as a Trustee of the Hudson Fire Protection District, it is advisable to consider an appointment to this position; and,

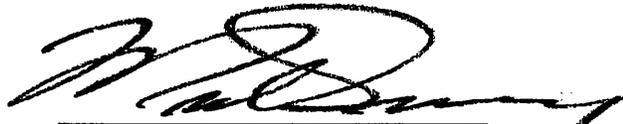
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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

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

ADOPTED by the County Board of McLean County, Illinois, this 16th day of October, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

**A RESOLUTION OF APPOINTMENT OF RICHARD SLOAN
AS A TRUSTEE OF THE
LEXINGTON FIRE PROTECTION DISTRICT**

WHEREAS, due to the resignation of Donald Riddle as a Trustee of the Lexington Fire Protection District, it is advisable to consider an appointment to this position; and,

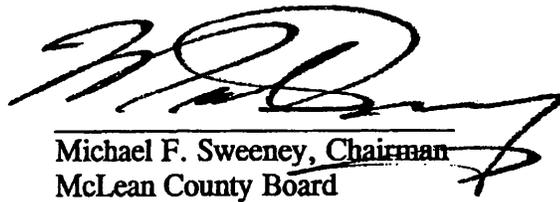
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Richard Sloan and Al Freehill, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of October, 2001.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois
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Members Renner/Gordon moved the County Board approve the Consent Agenda as amended. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:

Member Sommer, Vice-Chairman, stated there are no items to be presented for action. He noted the items to be presented for information located on pages 29-45.

JUSTICE COMMITTEE:

Member Sommer, Chairman, presented the following:

ILLINOIS EMERGENCY
MANAGEMENT AGENCY



GEORGE H. RYAN, GOVERNOR
MICHAEL CHAMNESS, DIRECTOR

NOTICE OF GRANT AGREEMENT

Part I - Notice of Grant Award to the McLean County

This Grant Agreement is made and entered by and between the Illinois Emergency Management Agency (Grantor), 110 East Adams Street, Springfield, Illinois 62701-1109 and the McLean County (Grantee).

WHEREAS this Grant is to allow the Grantee to purchase and distribute 193 tone-alert Midland brand weather radios available under state procurement contract # 4008075.

THEREFORE, the Grantor is hereby making available to the Grantee the amount of \$6560.00 from the date of final execution by the Grantor through June 30, 2002. The Grantee hereby agrees to use the funds provided under the agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this agreement.

The Grant Agreement contains the following parts:

- Part I Notice of Grant Award
- Part II Scope of Work
- Part III Compensation Amount
- Part IV Terms and Conditions
- Part V Assurances
- Part VI Certification
- Part VII Drug Free Workplace Certification

It is agreed between the parties, that the agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

Part II - Scope of Work

During the grant period from the date of final execution by the Grantor through June 30, 2002, the funds received by the Grantee will be utilized by the McLean County to purchase 193 tone-alert Midland Model 74-200 brand weather radios at the negotiated bid price of \$33.00 each from Midland Radio Corporation, 1670 N. Topping Avenue, Kansas City, MO 64120 (Attn: Bob Jehle 816-241-8500 ext. 202, Fax 816-241-5713).

Grantee shall use funds provided under this Grant Agreement to purchase 204 9-volt batteries for each of the tone-alert Midland Model 74-200 brand weather radios at the negotiated bid price of \$0.93 each per State of Illinois Contract #4008716 with Tepper Electrical Supply Company, 608 S. Neil Street, Champaign, Illinois 61820-5222 (Attn: Jim Popovich 1-217-356-3755).

Prior to distribution of the weather radios, Grantee shall:

**ILLINOIS EMERGENCY
MANAGEMENT AGENCY**



GEORGE H. RYAN, GOVERNOR
MICHAEL CHAMNESS, DIRECTOR

September 24, 2001

James L. Wahls
McLean County
104 W. Front Street Room B10
Bloomington, Illinois 61702-2400

Dear STAR Grantee:

Enclosed you will find a copy of the completed signature page. Replace this page in the agreement and consider it to be executed. Also, you will find order forms for your radios and batteries under the STAR 2002 Grant Program. Please sign the forms and add your jurisdiction's State Tax Exempt Number and a Purchase Order Number to the Radio Order form. If you wish the radios and batteries shipped to another location than the mailing address on the forms, please enter it in the box provided.

You can fax the completed forms to the vendors at the numbers given. Please make sure that you place your orders by October 15th to insure prompt delivery. Radios will be shipped within three to four weeks of your order. I will be contacting you to schedule a time for media availability between February 25th and March 8th, 2002.

When you receive the invoices for payment, forward a **copy of it to your Regional Coordinator**. IEMA will reimburse your expenditures and a check will be issued by the Comptroller, payable to the FEIN # listed on your grant application and in the Agreement. This reimbursement process should be accomplished within four to six weeks of receipt by the Regional Office.

If you wish to purchase additional receivers above the quantity authorized by the Agreement, you may do so *at your jurisdiction's expense* by placing a separate order on a different purchase order. Please feel free to contact me at 217/557-4757 if you have any questions concerning this grant.

Sincerely,

Thomas F. Zimmerman
Policy Advisor

Enclosures



MIDLAND RADIO 74-700

- 7 NOAA Broadcast Channels**
- PLL Drift Free Weather Broadcast**
- 3 LED lights indicate at a glance alert status**
(Statement, Watch, Warning)
- Clock with Alarm**
- Loud Audio Tone Alert**
- S.A.M.E. Digital Processing**
- Alkaline battery backup system**
(separate part of our Grant purchase)

Members Sommer/Hoselton moved the County Board approve a Request for Approval of Grant Award to Purchase 193 Tone Alert Radios and Batteries with STAR Grant 2002 Funds - ESDA. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2001
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, ESDA Department 0047**

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

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, ESDA Department 0047; and,

WHEREAS, the ESDA Department was awarded a grant in the amount of \$6,560.00 from the Illinois Emergency Management Agency (the "IEMA"); and,

WHEREAS, the grant received from IEMA is to be used to purchase 193 tone alert radios and batteries to be distributed throughout McLean County as part of the Surviving Tornadoes through Awareness, Readiness Program; and,

WHEREAS, the Justice Committee, on Monday, October 1, 2001, approved and recommended acceptance of the grant to the County Board and recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of the grant funds received from IEMA: now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, ESDA Department 0047 the following revenue:

	<u>ADOPTED</u>	<u>GRANT AMOUNT</u>	<u>AMENDED BUDGET</u>
ESDA Grant 0001-0047-0052-0407.0035	\$ 48,300.00	\$ 6,560.00	\$ 54,860.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, ESDA Department 0047 the following appropriation:

Purchase of Radio Equipment 0001-0047-0052-0839.0001	\$ 3,000.00	\$ 6,560.00	\$ 9,560.00
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(2)

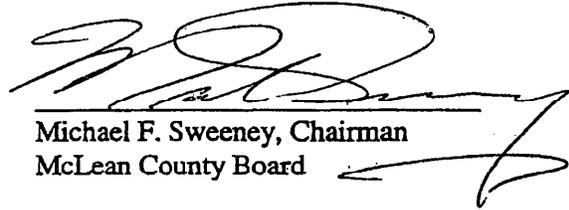
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of the ESDA Department.

ADOPTED by the County Board of McLean County this 16th day of October, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sommer/Pokorney moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2001 Combined Annual Appropriation and Budget Ordinance: IEMA Grant - ESDA. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

CONTRACT

This Contract, entered into this 21st day of November, 2001, 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 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. 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 21, 2001, and terminate on January 4, 2002.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County 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

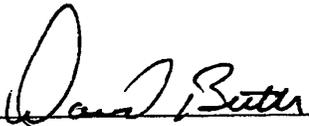
For the Attorney:

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

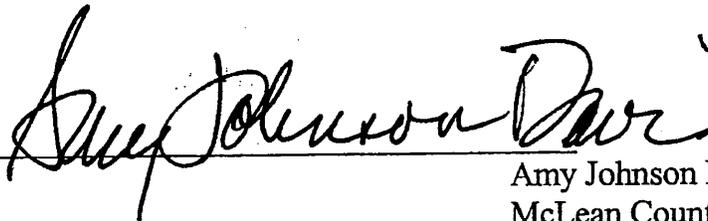
11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, thirty (30) days' 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 1st day of November, 2001.

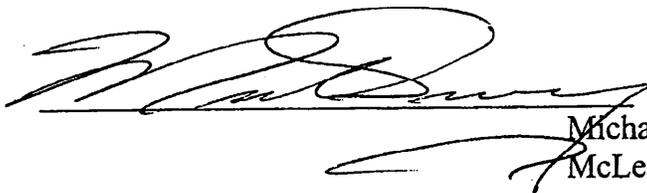
APPROVED:



David Butler
Attorney at Law



Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

Members Sommer/Nuckolls moved the County Board approve a Request for Approval of a Contract for Special Public Defender with David Butler, Attorney at Law - Public Defenders Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

PERSONAL SERVICES CONTRACT

This Agreement, entered into this 15th day of October, 2001, between the County of McLean, a Body Politic and Corporate, hereinafter known as "the County", the McLean County State's Attorney, hereinafter known as "State's Attorney", and MILLICENT ROTH, hereinafter known as "Contract Assistant State's Attorney."

WHEREAS, the County 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 legal services for the Office of the State's Attorney; and

WHEREAS, the Contract Assistant State's Attorney has the capacity to provide such services;

NOW, THEREFORE:

1. MILLICENT ROTH is hereby appointed a Contract Assistant State's Attorney for the State's Attorney's Office.
2. The purpose of this personal services contract is to provide professional legal services in the traffic unit of the State's Attorney's Office commencing October 15, 2001, and continuing until December 30, 2001. It is contemplated that the Contract Assistant State's Attorney will provide part-time services estimated to require approximately three to four full workdays each week. However, the Contract Assistant State's Attorney retains the discretion to determine the actual hours and work location of her services, subject to the requirements of the Court. The County shall pay to the Contract Assistant State's Attorney, and the Contract Assistant State's Attorney agrees to accept, \$2,019.21 per each contract pay period, i.e. each 21 days, until this agreement is terminated.

The Contract Assistant State's Attorney agrees as follows:

1. To provide professional legal services in the State's Attorney's Office estimated to require the equivalent of three to four full workdays each week, with discretion to determine actual hours and work location, subject to the requirements of the projects actually assigned.
2. The Contract Assistant State's Attorney, 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 Contract Assistant State's Attorney's activities pursuant to this agreement.

It is further agreed by both parties:

1. The parties enter into this agreement on the date first stated above and, further, the agreement shall continue until terminated.
2. The Contract Assistant State's Attorney 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 or State's Attorney in so far as the manner and means of performing the services and obligations of this agreement. However, the County and State's Attorney reserve the right to review the Contract Assistant State's Attorney's work and service during the performance of this agreement to ensure that this agreement is performed according to its terms.
3. Nothing in this agreement shall prevent the Contract Assistant State's Attorney from engaging in other employment apart from the services provided by this contract.
4. The Contract Assistant State's Attorney shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, and 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 agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this agreement or any provision hereto shall constitute a waiver of any other or further breach of this agreement or any provision thereof.
8. This agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This agreement may not be assigned by either party without the prior written consent of the other party.
10. This agreement is terminable at the will of any party upon the giving of fourteen days notice in writing. Written notice shall be mailed to the following address:

For the State's Attorney:

Mr. Charles G. Reynard
McLean County State's Attorney
McLean County Law and Justice Center
104 West Front Street, Room 605
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
McLean County Law and Justice Center
104 West Front Street, Room 701
Bloomington, Illinois 61701

For the Contract Assistant State's Attorney:

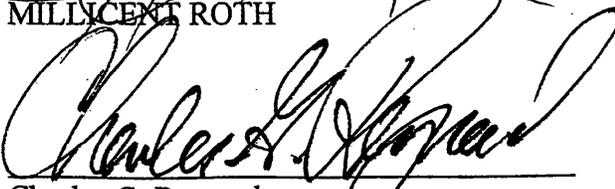
MILLICENT ROTH

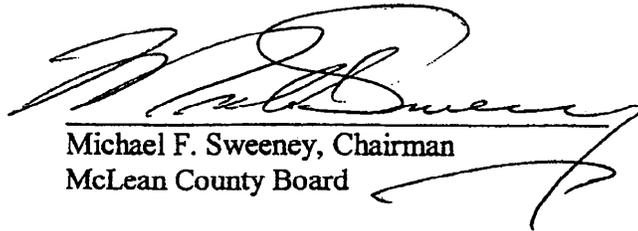
11. This agreement is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. This agreement shall be binding upon parties hereto and upon the successors and interest, assigns, representatives, and heirs of such party.
13. The parties agree that the foregoing and the attached document(s), if any, constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signatures on the date first above noted.

APPROVED:


MILLICENT ROTH


Charles G. Reynard
McLean County State's Attorney



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

Members Sommer/Renner moved the County Board approve a Request for Approval of a Contract for Professional Services with Ms. Millicent Roth - Attorney at Law - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer stated the General Report is located on pages 61-81. He also noted that in the last meeting he stated the security measures in the building would be reviewed. Member Sommer said he believed that under the circumstances, the study should continue. One thing being looked at is the installation of a new security facility in the lobby, one that will do considerably more. He invited the Members of the Board to attend the next meeting regarding this issue on November 5, 2001. Member Owens asked if the security measures would extend to the new government center. Member Sommer stated there were some policy issues involved with the PBC to transfer the power of security regulation from PBC to the County.

PROPERTY COMMITTEE:

Member Salch, Chairman, presented the following:

Municipality	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation (Type of Funding) Enhancement	CONSULTANT	Name Hanson Professional Services Inc.
County McLean				Address 1525 South Sixth Street
Township				City Springfield
Section				State Illinois
Project No.				Zip Code 62703-2886
Job No.				Existing Structure No.

THIS AGREEMENT, is made and entered into this _____ day of _____, 20__, between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Federal-aid Funds allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "STATE", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Project Description

Name Historic Route 66 Bikeway Route _____ Length 17.6
Mi.

Termini Towanda to northeast Normal and southwest Bloomington to McLean.

Description: Phase I study for a 10-ft wide bikeway along Route 66 in McLean County. The bikeway begins near the Dixie Truck Stop in McLean and runs north along Route 66 for 12.1 miles to the Pepper Ridge School and Park Trailhead in Bloomington. The northern extension of the bikeway begins at a trailhead shared with Constitution Trail in northeast Normal, and will continue north along Route 66 right-of-way for about five miles to the end of the old southbound pavement at approximately the north line of Section 34 north of the Village of Towanda. The majority of the trail is expected to be located on IDOT's Route 66 right-of-way.

AGREEMENT PROVISIONS

The Engineer Agrees,

1. To perform or be responsible for the performance of the following professional engineering services for the LA, in connection with the proposed improvement hereinbefore described:

1.1 Engineering Studies

- a. Black and white aerial photography and mapping will be furnished by the County at a scale of 1 in. = 100 ft with contour interval of 2 ft. This photography will be used for public meeting mosaics, plan and profile sheets and report figures. Additional photography will be obtained by the ENGINEER for bikeway segments not covered by the County's 1 in. = 100 ft mapping.
- b. Collect data along Route 66 which may affect the location of the proposed bikeway. This information will be placed on planimetric mapping furnished by the County. Property line and ownership information will be taken from tax assessor maps furnished by the County, and right-of-way plans furnished by IDOT. Utility locations will be based on information furnished by utility companies.

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- c. A photo mosaic at a scale of 1 in. = 200 ft will be used for display at the public meeting. This mosaic will show the alignment, sensitive environmental resources, and right-of-way requirements.
- d. Design criteria and typical sections will be developed based on current AASHTO criteria for bikeways. The study will be completed in accordance with the Federal-Aid Procedures for Local Highway Improvements.
- e. A variety of alternative locations will be considered for the historic bikeway. These will include alternatives outside of the Route 66 right-of-way. This alternatives analysis will be completed using preliminary environmental data and topographic information from USGS quadrangle maps.
- f. After an alternative has been selected, an alignment and profile will be set based on the photography and contours provided by the County. These contours will be used to generate cross sections every 100 ft. These cross sections will be used to determine construction limits and earthwork quantities. Plan and profile sheets will be prepared for the recommended alignment at a scale of 1 in. = 100 ft. The aerial photography will be used as a background for the plan and profile sheets.
- g. A location drainage analysis will be completed to determine preliminary ditch and culvert sizes to establish construction costs and right-of-way requirements. A hydraulic report and a preliminary bridge design and hydraulic report form will be completed for the new bridge over Timber Creek near Funks Grove. The necessary channel surveying and channel cross sections will be completed. Flood plain cross sections will be taken from the aerial mapping. This hydraulic report will be completed after the alignment and profile have been established and agreed upon.
- h. A type size and location drawing will be completed for the bridge over Timber Creek, and for the bridge near Beich Road.. Prefabricated single-span bridges are assumed. Borings and foundation recommendation for abutments for two single-span bridges. Borings will be completed after the alignment is selected.
- i. A soils survey and soils report is not required.
- j. The existing bridge over Money Creek will be left in place. A Hydraulic Report, Bridge Condition Report, or TS&L will not be required at this location.
- k. All work will be in English units. Typical sections and plan and profile drawings will be completed in a microstation compatible format.
- l. After approval of the alignment and profile, a tree survey of areas within the proposed construction limits will be completed. This tree survey will locate boundaries of forested areas and isolated trees greater than 4 in. diameter. They will be located using hand held GPS equipment and plotted on the aerial mapping.
- m. The study and recommendations will be documented in a Project Development Report. This report will be used to obtain design approval from IDOT and FHWA. It will include construction and phase II engineering cost estimates.
- n. A public informational meeting will be held during the study to exchange information with local residents. The ENGINEER will be responsible for room arrangements, and will have up to three experienced staff members available to handle questions. Exhibits, handouts and questionnaires will be prepared for the meeting. The engineer will prepare responses to specific questions received at the meeting. Since most of the project is anticipated to be on public right-of-way a public hearing will not be required.
- o. Seven design review/interested citizen meetings will be held as directed by the Steering Committee. The ENGINEER will prepare any necessary exhibits.
- p. The ENGINEER will prepare monthly progress reports which will include a narrative description of the work completed.

Environmental Studies

- 2.1 Early Coordination – The Engineer will prepare a coordination letter early in the study process to describe the project location, purpose and need and potential alternatives. The coordination letter will be distributed to federal, state and local agencies which may have an interest in the project. Responses from the coordination letters will be incorporated

into the project development report.

2.2 Inventory Affected Environment – Field investigations are anticipated for wetlands, natural resources, archaeological/historic resources, and toxic waste/hazardous materials. An Environmental Survey Request form will be submitted to IDOT for wetlands, natural resources, archaeological/historic resources, and toxic waste/hazardous materials surveys. Specific data gathering activities are described below:

- a. Land Use: Collect data from planning agencies, and other sources.
- b. Sociology/Economics: Identify public facilities and services. Discuss existing and planned land use.
- c. Agriculture: Obtain NRCS soils data, identify the amount of prime and important farmland to be impacted by the project. Coordinate agricultural impacts with the Illinois Department of Agriculture.
- d. Water Resources/Quality: Identify water resources within the corridor. Collect water quality data from resource agencies if available.
- e. Floodplains: Obtain FEMA mapping for 100-year floodplains.
- f. Wetlands: Collect and review available information including: National Wetland Inventory (NWI) maps, Natural Resources Conservation Service (NRCS) County Soil Surveys and wetland maps, aerial photographs, county hydric soils lists topographic maps, and National Insurance Agency Flood maps (FEMA). Submit an Environmental Survey Request Form to IDOT for required field studies.
- g. Biological Resources: Complete habitat type mapping for the study corridor, review the IDNR records of threatened and endangered species for McLean County. Submit an Environmental Survey Request Form to IDOT for potential field studies.
- h. Archaeological/Historic Resources: Obtain records of previous surveys in the corridor from the Illinois Archaeological Survey. Submit an Environmental Survey Request to IDOT with a project corridor map to initiate a Phase I Cultural Resource Survey.
- i. Toxic Waste/Hazardous Materials: IDOT will conduct a Preliminary Environmental Site Assessment (PESA) for the corridor. The purpose of the PESA will be to identify areas of potential environmental impairment. A Special Waste Assessment Screen/Survey Request Form will be submitted to IDOT for the required field studies.
- j. Special Lands: All 4(f) and 6(f) properties within the project corridor will be identified.

2.3 Assess Environmental Consequences – Review environmental reports prepared by IDOT. Overlay the recommended alternative on project environmental mapping and assess environmental impacts. Coordinate with engineering staff to avoid or minimize impacts.

2.4 Develop Conceptual Mitigation Plans – Mitigation will be assessed for the following impact areas within the right-of-way of the recommended alternative: threatened and endangered species and wetlands. Mitigation planning will consist of evaluating potential mitigation measures and discussing general conceptual plans for feasible mitigation options to be presented in the project development report. Design of mitigation areas and preparation of detailed mitigation plans is not included in this scope. It is possible that mitigation could also be required for toxic waste/hazardous materials. Because of the low probability of encountering these concerns within the project corridor and the difficulty in estimating the nature and severity of these concerns, should they arise, mitigation planning for this impact area has not been included in this scope.

2.5 Environmental Study & Documentation – If no significant environmental impacts are identified during the environmental study, the FHWA will be asked to concur in processing the project as a Group II Categorical Exclusion. The environmental study will be documented in the project development report. This scope of services does not include the preparation of an ECAD, EA or EIS.

2.6 Permits – Project information will be compiled for the appropriate permit applications. It is likely that a Section 404 permit, Section 401 Water Quality Certification, and a National Pollution Discharge and Elimination System (NPDES)

permit will be required for construction of the bikeway. It is anticipated that permit applications will be forwarded to the appropriate agencies during Phase II of this study so that permits will not expire prior to construction.

i. Design Objectives and Image Development

3.1 Research –

- a. Examples (not to be exhaustive) of other approaches to:
 - 1) Adaptive use of other segments of the Route 66 corridor – bikeways, driving routes, etc.
 - 2) Development of bikeways along other transportation routes and through other historic areas.
- b. McLean County Route 66 corridor
 - 1) Circa Route 66 Resources (cultural and natural) both existing and lost including:
 - a) "Primary" – pavement, bridges, guard rails, signs, roadside planting
 - b) "Associated" – gas stations, restaurants, motels, grain elevators
 - c) "Complementary" – contextual elements such as main streets, railroad tracks, farms, prairies, woodlands, creeks
 - 2) Contemporary Resources (cultural and natural)
 - a) Post-1970 features that have been added to the corridor,
 - b) Alterations to circa Route 66 resources such as contemporary building facades, new signs, clearing of woodlands/prairies for agricultural or urban development.

3.2 Site Evaluation – Conduct a field survey of the corridor noting and photographing the resources of the area. This would include both the beneficial features (landmark buildings, exceptional views, remnants of prairie or woodland, opportunities for connection to nearby areas), as well as detrimental conditions (conflicts with vehicular or railroad traffic; unsightly, noisy or polluted areas). This information would be used, 1) to aid in establishing the trail alignment, 2) in developing concepts for bikeway facilities and enhancements, and 3) for possible use in the final report.

a. Identify and photograph remaining historic elements, typical conditions, etc.

b. Photograph alignment, views, nearby destinations, etc.

3.3 Local Participation – Input will be gained during the meetings established for the overall project. Our role would be as follows:

a. Seven meetings with local groups or Steering Committee.

b. One public meeting.

3.4 Design Concepts for the McLean County Route 66 Bikeway – Concepts would be developed, based on information and recommendations in the Barton Aschman Route 66 reports published in 1996 and on specific site information and user needs collected in Items 1, 2 and 3 above. Design concepts would be developed for typical conditions, which could apply to all future Route 66 trail developments. The concepts will be presented in written and graphic form. Concepts will describe circulation patterns, layout criteria (orientation, direction of features, etc.), selected products and materials, and image and design of facilities.

a. Define the overall approach to Bikeway Development, its goals and objectives, its overall image and philosophy.

b. Set guidelines for, 1) the types of resources (generally circa Route 66) that would be emphasized along the bikeway, 2) how non-circa resources would be recognized and incorporated.

c. Prepare layout plans and details, where needed, for typical improvements along the bikeway, including typical:

- 1. Trail – dimensions, surface material, bridges,
- 2. Trail Safety and Barriers – striping, guard rails, bollards, trees/shrubs,
- 3. Traffic Signs and Placement (fr. Uniform Traffic Control Devices) – for bikeway users, motorists, others,
- 4. Trail Heads and Rest Areas – parking, restrooms, shelters, water, vending, benches, trash facilities, etc.
- 5. Connections with Existing Trails – Use Constitution Trail as example of how to integrate design and image.

6. Provisions for future bikeway extensions where segment ends.
 7. Provisions for trail spurs to nearby destinations.
 8. Signs – informational, interpretative
 9. Natural Environmental – reestablishment of native plant communities (prairies, woodlands, savannahs),
 10. Plant Material – for aesthetic qualities and function needs (shade, visual screening, noise buffering, pollution control),
- d. Show locations of above typical improvements using aerial photo as a base.

3.5 Design Concepts for Associated Activities and Facilities

- a. Interpretation – How interpretative materials could be prepared and presented. How could it be formatted, distributed, funded.
- b. Local Communities and Business Areas
 1. Benefits to providing linkages with the trail.
 - a) Access for local residents to trail system.
 - b) An expanded trail system that provides greater opportunities for trail users.
 - c) An opportunity to develop a local or regional trail system (could be shared use with rural roadways) to points of historic, cultural, or natural resources.
 - d) Opportunities for economic development by providing goods and services needed by trail users.
 - e) Opportunities for local/regional special events.
 2. Where and how local bikeway connections can be made. How local/regional trails can be developed.
 3. Accessory
- c. Coordination with Route 66 Image
 1. Opportunities for property and business owners, and developers to enhance their property and the overall character of the Route 66 bikeway.
 2. How period buildings and architectural features can be, 1) identified, 2) maintained, 3) and reintroduced to improve the character of the building. This would be brief and refer to the Illinois Historic Preservation Agency (IHPA) and many texts on the subject.
 3. How new buildings can tie-in with the historic character of the bikeway.
 4. How the trail corridor should influence future land use and development decisions.
- d. Promotion – How the bikeway can be advertised and promoted.

3.6 Study Report – Prepare a written and illustrated report, generally following the above outline of design objectives and image development, and submit to the steering Committee for review.

To attend conferences to be held at the request of the LA and visit the site of the work at any reasonable time when requested to do so by the LA or representatives of the STATE.

To commence the work within 7 calendar days, and to complete the services provided for herein within 550 calendar days, from the date of the Notice to Proceed, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.

That should the LA require changes in any of the Bridge Design and Hydraulic Report, ROW, Plats, Easements, environmental documents, detailed construction plans, specifications or estimates after they have been approved in writing by the LA, the LA shall pay the ENGINEER, in addition to the Lump Sum Fee set forth in Section 2 of THE LA AGREES, hourly rates in amounts equal to the entire value to the ENGINEER for the actual time spent in making such changes.

The classifications of the employees used in the work should be consistent with the employee classifications and estimated manhours shown in EXHIBIT A. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

It is understood that "changes", as used in this Section, means basic changes in location or design and that the provisions of this Section shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans satisfactory to the LA and the STATE.

7. That he is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that he has sufficient properly trained, organized and experience personnel to perform the services enumerated herein, **except** as stated in Section 1k of the ENGINEER AGREES.
8. That he shall be responsible for the accuracy of the Work and shall promptly make necessary revisions or corrections resulting from his errors, omissions, or negligent acts without additional compensation. Acceptance of the Work by the STATE will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.
9. That he will comply with applicable Federal Statutes, State of Illinois Statutes, and local laws or ordinances of the LA.

The Engineer Further Agrees,

To comply with all applicable Equal Employment and Nondiscrimination Acts, Executive Orders, and Regulations required by the U.S. Department of Transportation (DOT) including:

- a. 23 USC 710.405(b), Nondiscrimination on Basis of Sex in Right-of-Way Acquisition.
- b. 42 USC 2000d-1, Title VI of the Civil Rights Act of 1964 (Nondiscrimination on Basis of Race, Color, or National Origin).
- c. 49 CFR 21, Nondiscrimination in DOT Programs.
- d. 49 CFR 23, Participation by MBE's in DOT Programs.

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts/agreements financed in whole or in part with Federal funds under this AGREEMENT.

The ENGINEER agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of the AGREEMENT. In this regard the ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, to ensure that minority business enterprises have the maximum opportunity to complete for and perform portions of this AGREEMENT. The ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The ENGINEER shall include the provisions of this "Policy" in every subcontract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this AGREEMENT and may result in termination of the AGREEMENT or such remedy as deemed appropriate.

- e. 49 CFR 27, Nondiscrimination on Basis of Handicap.

The LA Agrees,

- To furnish the ENGINEER with all presently available survey data and information, including instructions for scales to be used, standard details and Standard Specifications adopted by the STATE and other available data useful to the work to be done by the ENGINEER. If the work provided in Section 1i is not required by this agreement, the LA shall make or cause to be made traffic counts required for design purposes and furnish same to the ENGINEER.
- To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, reimbursement of its actual costs, plus a fixed fee of \$29,802. subject to an upper limit of compensation of \$318,000. Direct expenses will

be reimbursed at ENGINEER's actual cost. A rate for fringe benefits and overhead of 1.7 shall be used to establish the agreement amount and for invoicing the County. In the event changes to the work specified in this AGREEMENT are required prior to the written approval of plans, specifications and estimates by the LA, adjustments in compensation to the ENGINEER and adjustments in time for performance of the work as modified, shall be determined through arbitration between the parties to this AGREEMENT and concurred in by the STATE.

That payment due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed.

is Mutually Agreed

- That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
- That all plans, specifications, estimates, plats, and other documents furnished to the LA by the ENGINEER in accordance with this AGREEMENT shall be endorsed by him and shall show his professional seal where such is required by law.
- That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA, or to the STATE, without restriction of limitation as to their use.
- That all reports, plans, estimates, and special provisions to be furnished by the ENGINEER in accordance with Sections 1a through 1m inclusive, of THE ENGINEER AGREES shall be in accordance with the current standard specifications and policies of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- That none of the services to be furnished by the ENGINEER shall be sublet, assigned, or transferred to any other party or parties without written consent of the LA, except as stated in Sections 1e, 1f and 1k of THE ENGINEER AGREES. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
- That the ENGINEER and his subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of the final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration, or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.
- That payment by LA in accordance with Sections 2 and 3 of THE LA AGREES will be considered as payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
- That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decisions shall be final.
- That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of his Work and shall indemnify and save harmless the LA, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance coverage.

0. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates, and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in

accordance with Section 4 of THE ENGINEER AGREES and Section 3 of THE LA AGREES.

11. That the attached General Conditions are included in and made a part of this Agreement.

Successors and Assigns

That the LA and the ENGINEER bind themselves, their successors, executors, administrators, and assigns to the other party of this AGREEMENT, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT.

Executed by the LA: _____

McLean County of
the
(Municipality/Township/County)

State of Illinois, acting by and

through its

ATTEST:

By Regina Milton
McLean County Clerk

By [Signature]
Title: _____

(SEAL)

Executed by the ENGINEER _____

Hanson Professional Services Inc.

1525 South Sixth Street

Springfield, Illinois 62703

ATTEST:

By _____

By _____

Title: _____

Title: _____

Certification of Engineer

I hereby certify that I am the _____ and duly authorized representative of the firm of

Hanson Professional Services Inc., whose address is 1525 South Sixth Street, Springfield, Illinois 62703, and that neither I nor the above firm I herein represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- (b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

In addition, I and the firm I herein represent:

- (d) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (e) have not within a three-year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) 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 (e) of this certification; and
- (g) have not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER is unable to certify to any of the statements in this certification, such ENGINEER shall attach an explanation to this AGREEMENT.

I acknowledge that this certificate is to be furnished to the LA and the STATE, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ (Date) _____ (Signature)

Certification of LA

I hereby certify that I am the County Board Chairman of McLean County, Illinois (Municipality/Township/County)

and that the above ENGINEER or his representative has not been required directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind;

except as herein expressly stated (if any);

I acknowledge that this certificate is to be furnished to the STATE, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

October 19, 2001 (Date) [Signature] (Signature)

Local Agency MCLEAN COUNTY	 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Section 01-00001-00-BT			
		Fund Type STEP			
		State Contract	Day Labor	Local Contract X	RR Force Account

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

Location

Local Name HISTORIC ROUTE 66 BIKEWAY Route N/A Length 17.6 MILES

Termini VILLAGE OF TOWANDA TO THE TOWN OF NORMAL AND CITY OF BLOOMINGTON TO THE VILLAGE OF MCLEAN.

Current Jurisdiction STATE OF ILLINOIS

Project Description

Existing Str. No. N/A

PHASE I ENGINEERING FOR A 10 FOOT WIDE, BITUMINOUS SURFACED BIKE TRAIL.

Type of Work	Division of Cost				Total
	FHWA	%	State	%	
Participating Construction	()	()	()	()	()
Non-Participating Construction	()	()	()	()	()
Preliminary Engineering	255,000	80	()	20	319,000
Construction Engineering	()	()	()	()	()
Right of Way	()	()	()	()	()
Railroads	()	()	()	()	()
Utilities	()	()	()	()	()
TOTAL	\$ 255,000		\$	64,000.00	\$ 319,000

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

Local Agency Appropriation

The LA on _____, appropriated, by separate resolution, ordinance or road improvement statement, _____ to pay the LA's share of the cost and will appropriate additional funds, if required to cover the LA's total cost. LA's share of the cost to be paid with MFT Funds Other Funds.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (95% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share _____ divided by estimated total cost multiplied by actual progress payment.
 (See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-93-028-01	59 TE-00D3(42)		

Agreement Provisions

THE LOCAL AGENCY AGREES:

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

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

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

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

ADDENDA

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

Number 1 Location Map _____
(Insert addendum numbers and titles as applicable)

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

APPROVED

Name 

Title COUNTY BOARD CHAIRMAN
County Board Chairperson/Mayor/Village President/etc.

Signature Michael F. Sweeney

Date October 16, 2001

APPROVED

State of Illinois
Department of Transportation

By _____
Director of Highways

Date _____

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

Local Agency MCLEAN COUNTY
Section 01-00001-00-BT

GENERAL CONDITIONS PROFESSIONAL SERVICES AGREEMENT

Agreement Date: _____

Project: Route 66 Historic Bikeway

1. **INVOICES:** Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. **TERMINATION:**

See Preliminary Engineering Services Agreement for Federal Participation - Mutually Agreed Section, Paragraph 10

3. **OWNERSHIP OF DOCUMENTS**

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigation, studies, etc., as instruments of service, are to be the property of the CLIENT. During the performance of the services, herein provided for, the HANSON's shall be responsible for any loss or damage to the documents, herein enumerated, while they are in his possession and any such loss or damage shall be restored at his expense. Full access to the work during the progress of the work shall be available to the CLIENT. The CLIENT shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this agreement. All work products, including all documents and materials shall belong to the CLIENT and shall be turned over to the CLIENT on demand. Such work product shall not be subject to lien or seizure nor shall such work product be withheld from the CLIENT. In the event HANSON's or any officer or employee of HANSON's withholds any information, work product, materials or documents from the CLIENT then HANSON's shall bear the full burden and cost of recovering the said information, work product, materials or documents on behalf of the CLIENT. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

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

5. **GENERAL LIABILITY INSURANCE AND LIMITATION:**

See Addendum to General Conditions

6. **AUTHORITY AND RESPONSIBILITY:** HANSON shall

not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

7. **MODIFICATION TO THE AGREEMENT:** CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

8. **GOVERNING LAW:** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

9. **RIGHT OF ENTRY:** CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

10. **UTILITIES:** CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly

----- over please -----

located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

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

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

13. **SHOP DRAWING REVIEW:** CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

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

**ADDENDUM TO
GENERAL CONDITIONS
PROFESSIONAL SERVICES AGREEMENT**

Agreement Date: October 19, 2001

Project: Route 66 Historic Bikeway

1. Worker's Compensation and Liability Insurance

The ENGINEER shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Illinois covering all operations under this Agreement performed by him.

The insurance requirements are as follows:

- A. Statutory Worker's Compensation Insurance with a minimum of \$500,000 for Part A coverage and \$100,000 for Part B;
- B. General Liability Insurance with a minimum of \$2,000,000 limits per occurrence for property damage, bodily injury and personal injury, and a minimum sublimit of \$500,000 for contractual liability.
- C. Professional Liability Insurance with a minimum of \$2,000,000 limits per claim.
- D. Auto Liability Insurance with a minimum of \$1,000,000 limits per occurrence.
- E. Except for Worker's Compensation and/or Professional Liability insurance, the LOCAL PUBLIC AGENCY shall be an Additional Insured on all liability policies with respect to its interests in this Agreement.

2. Responsibility for Claims and Liabilities:

The ENGINEER shall be responsible for all damage to life and property to the extent caused by negligence of the ENGINEER, its subcontractors, agents and employees in connection with the services rendered by the ENGINEER pursuant to this contract. The ENGINEER shall indemnify, defend and hold

harmless to LOCAL PUBLIC AGENCY, its officials and employees from any liability due to loss, damage, injuries or other casualties of whatever kind, which directly and independently of all other causes, to the extent caused by the negligence of the ENGINEER, its agents or employees, in performing the services that are required of the ENGINEER by this contract.

The LOCAL PUBLIC AGENCY shall be responsible for all damage to life and property cause by negligence of the LOCAL PUBLIC AGENCY, its agents or employees in connection with the services rendered by the LOCAL PUBLIC AGENCY pursuant to this contract. The LOCAL PUBLIC AGENCY shall indemnify, defend and hold harmless the ENGINEER employees from any liability due to loss, damage, injuries or other casualties of whatever kind, which directly and independently of all other causes, arise out of, or result from, the negligence of the LOCAL PUBLIC AGENCY, its agents or employees, in performing the services that are required of the LOCAL PUBLIC AGENCY by this contract.

Members Salch/Renner moved the County Board approve a Request for Approval of the Preliminary Engineering Services Agreement for Federal Participation - Historic Route 66 Bikeway - Parks and Recreation Department. Member Sommer asked if under the circumstances this was an appropriate application of funds. Clerk Milton shows all Members present, except Member Sommer who voted present, voting in favor of the Motion. Motion carried.

Member Salch stated the items to be presented for information, including the Report of Wiss, Janney, Elster Associates, Inc. - Study of the Old Courthouse, the Projects Update Report - Parks and Recreation, and the General Report, are located on pages 100-118.

LAND USE AND DEVELOPMENT:

Member Gordon, Chairman, stated there were no items for action and the General Report is located on pages 119-130. He noted the next Land Use and Development meeting will be held on November 8, 2001.

FINANCE COMMITTEE:
Member Berglund, Vice-Chairman, presented the following:

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

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

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

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

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

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

SECTION 1.0 PURPOSE

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

SECTION 1.1 APPLICABILITY

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

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apply to all County funds. Each elected official and appointed department head shall be held responsible for the execution of this Ordinance.

SECTION 1.2 AUTHORITY

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

1.2-1 The County Board, through its approval and adoption of the Annual Budget and Appropriation Ordinance, shall be responsible for maintaining a system for control of travel and business expenses for officials and employees. The County Travel and Business Reimbursement Regulations and Schedule are issued to provide for the efficient and economical conduct of the County's business, both within and outside the County.

1.2-2 Prior authorization for all travel planned during the budget year shall be obtained as a part of the approved budget for each department. If appropriations are depleted from all travel line items during the budget year, an additional appropriate sum may be added by budget amendment or transfer for unanticipated trips, subject to County Board approval. Transfers within the same appropriation category are allowed.

1.2-3 All travel arrangements for County Board members, elected officials, appointed department heads and employees attending national conferences shall be made through the County Administrator's Office.

1.2-4 All travel shall be approved by either appointed or elected officials, as department heads, prior to beginning travel. Said approval may be oral, but when requested, it can be in writing.

SECTION 2.0 DEFINITIONS

Travel Status: There are two types of travel and associated expenses.

2.0-1 One Business Day Travel: An applicable individual defined in Section 1.1 who travels on County business and DOES NOT have an Overnight Stay. Eligible reimbursement shall include defined expenses for registration, local mileage, tolls and business telephone calls. Meals will be eligible for reimbursement if they are a portion of a formal business meeting registration or conform to regulations under Section 5.1.

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2.0-2 Overnight Stay Travel: An applicable individual as defined in Section 1.1 who travels on County business and HAS an Overnight Stay. Eligible reimbursements shall include defined expenses for registration, transportation, lodging, business telephone calls, and reimbursement for meal expenses in accordance with the regulations under Section 5.1.

Section 2.1 BUSINESS TRAVEL

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

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

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

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

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

Section 2.2 PROFESSIONAL/EDUCATIONAL TRAVEL

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

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

SECTION 3.0 PREPARATION OF A TRAVEL VOUCHER

3.1 General Policy Guidelines

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

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

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

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

3.1-5 Under no circumstances are expenses covered under this policy to be paid out of petty cash.

3.2 Travel and Business Expense Documentation

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

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

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

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

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3.2-5 Original itemized receipts are required as documentation for meal expenses. Original charge card receipts are acceptable for taxi and/or limousine expenses. Gratuities (other than tips for meals) are to be identified on the specific reimbursement line on the County Travel Expense Voucher. Original receipts are required for all other miscellaneous items in excess, individually, per day, of \$10.00. Miscellaneous items are to be identified on the specific reimbursement line on the County Travel Expense Voucher.

3.2-6 Individuals submitting travel vouchers are personally responsible for accuracy and propriety. Any misrepresentation shall be grounds for disciplinary action and possible legal action.

3.3 Approval and Submission of Travel Vouchers

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

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

3.3-3 In order to receive reimbursement for allowable travel/business expenses, the completed Travel Expense voucher and the supporting receipt documentation must be submitted to the County Auditor within 30 days of the initiation of travel for all local, in-State travel.

For all out-of-state travel, the Travel Expense voucher must be submitted to the County Auditor within 30 days of the completion of travel.

3.3-4 Reimbursable expenses that have been incurred in the last quarter of the fiscal year (October 1 - December 31) must be submitted for reimbursement prior to January 10 of the following fiscal year.

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

SECTION 4.0 ALLOWABLE TRANSPORTATION EXPENSES

4.1 General Provisions

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

4.1-2 County owned vehicles shall not be used for out-of-state travel where the final destination is more than 100 miles beyond the Illinois State border with the exception of the Sheriff's Department and Court Services.

4.2 Use of Personal Vehicle

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

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

4.2-3 When the use of public transportation is a more economical or practical alternative to the use of a personal vehicle, the total reimbursement shall not exceed the cost of travel by public transportation.

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

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

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

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

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

4.2-7(b) The cost of automobile parking fees, bridge, road and tunnel tolls shall be reimbursed. The fee for parking a vehicle at a common carrier terminal, or other parking area, while the traveler is away shall be allowed only if the total parking fees plus the allowable mileage reimbursement to and from the terminal area does not exceed the cost for use of a taxicab or limousine service to and from the terminal.

4.3 Use of Rental Automobiles

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

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

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

4.3-2(b) When there are three or more County employees traveling and it is cost effective to rent a vehicle in lieu of the total actual round trip costs of taxicab fares and limousine service for each traveler.

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

4.4 Commercial Carrier Accommodations

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

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travel as is possible in order to take advantage of any discount fares.

4.4-2 Taxicab fares are reimbursable. Receipts for fares are required. If free van, bus, or shuttle service is available and convenient, employees are encouraged to use this service in lieu of taxicabs or limousines. Taxicab fares must be substantiated as to business purpose. Reimbursement for the use of a taxicab for meals will be limited to \$10 one way and \$20 round trip.

4.4-3 Use of airport limousine service is reimbursable when there is an economic cost benefit compared to the use of alternative transportation. Limousine service will not be reimbursed when it can be demonstrated that use of other transportation is more cost effective.

SECTION 5 ALLOWABLE LIVING EXPENSES

5.1 Reimbursement for Meal Expenses

5.1-1 When traveling outside McLean County, the allowable reimbursement for meals including tips shall hereby be established as follows:

5.1-2 For travel in Illinois, except for the following counties - Cook, Lake, McHenry, Kane, DuPage, Will:

Breakfast:	\$ 8.00
Lunch:	\$10.00
Dinner:	<u>\$16.00</u>
Total:	<u>\$34.00</u>

5.1-3 For travel in the following counties in Illinois: Cook, Lake, McHenry, Kane, DuPage, Will and Out-of-State Travel:

Breakfast:	\$10.00
Lunch:	\$12.00
Dinner:	<u>\$20.00</u>
Total:	<u>\$42.00</u>

5.1-4 Employees shall be required to submit receipts for meal expenses incurred. Receipts should include only the expenses of the employee submitting the travel voucher. The receipt must be an itemized statement. Charge card receipts with totals only are not acceptable. Failure to do so will result in denial of reimbursement. Room service on hotel bills is not an acceptable receipt for a meal. The total allowable per diem meal expense

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reimbursement shall not exceed the per meal allowance specified in Section 5.1-2 and Section 5.1-3.

5.1-5 Partial day's reimbursement shall not exceed the following, limited by Sections 5.1-2 and 5.1-3 above:

<u>TRAVEL PERIOD</u>	
8 hours or less	Downstate \$16.00
	Collar/out-of-state \$20.00
More than 8 hours but less than 12 hours	Downstate \$26.00
	Collar/out-of-state \$32.00
12 hours or more	Downstate \$34.00
	Collar/out-of-state \$42.00

5.1-6 Meals including tips will not be reimbursed if the cost of meals for conferences, seminars or official meetings is included in the registration fee. A copy of the meeting agenda shall be submitted with the travel voucher at the time of request for reimbursement.

5.1-7 During a seminar or conference, if an individual cannot attend the included meal because of a conflicting related meeting, a reimbursement not to exceed the stated allowance for the meal shall be allowed. An explanation of the conflict must be attached to the travel voucher and is subject to the approval of the department head or elected official.

5.1-8 Within McLean County, meals including tips may be reimbursed for officials and employees attending conferences and seminars if the attendance at the conference or seminar is required by the department head and if the conference or seminar requires the official or employee to be away from their workplace or home during a meal. The same limits apply as noted in Section 5.1-2 and Section 5.1-3.

5.1-9 Alcoholic beverages are excluded from reimbursement.

5.1-10 Meal tips shall be limited to 20% of the allowable meal expense.

5.2 Reimbursement for Lodging Expenses

5.2-1 Actual lodging expense shall be, when available, the "government economy" room rate offered by a hotel. When a conference/convention is the reason for the trip, the person shall be reimbursed at the available convention lodging rates, unless such accommodations are not available to the person making the trip.

5.2-2 Itemized receipts are required to be submitted with travel vouchers to support all lodging expenses claimed.

5.2-3 Lodging provided by a friend, relative or non-invoicing lodging organization is not reimbursable.

5.2-4 For travel more than 75 miles, the number of nights for which an employee may obtain reimbursement shall be limited to the number of nights necessary to conduct County business. For those conferences or meetings that begin in the morning, arrival the night before the conference is reimbursable. For conferences which end after 6:00 p.m., lodging expense for that night will also be reimbursed. Employees are encouraged to return on the final day of the conference whenever possible.

5.2-4(a) It is not considered prudent to use public funds for overnight lodging within a 75-mile radius of the County complex, therefore it is not normally reimbursed. Exceptions to this policy would be:

1. When documented business meetings extend beyond 8:00 p.m., and then resume again at 8:00 a.m. the next morning. Business meetings, in this instance do not include dinners, receptions or social functions sponsored for attendees during the evening hours unless such business meetings are an official event of the conference, seminar and/or workshop. Employees may attend these functions, at their own expense, and if they choose to remain away from home overnight, lodging will not be reimbursable.
2. If weather conditions make a return trip unsafe, then an overnight stay may be reimbursable.

5.2-5 Longer stays where lodging is reimbursable are permitted if the additional stay results in significant savings in transportation costs. The employee requesting the reimbursement for the longer stay must document the net savings, including the lodging expense and meal reimbursement. Lost work time should also be taken into account when calculating the cost savings.

5.2-6 One personal telephone call per each day of an overnight stay will be reimbursed on a lodging bill, telephone credit card, or pre-paid telephone calling card at a maximum reimbursement of \$10.00 allowed. Necessary business related telephone calls will be reimbursed on a lodging bill or telephone credit card.

5.2-7 Personal items such as movie or game rentals, clothes cleaning and/or dry cleaning shall not be reimbursable.

5.2-7(a) In the event of an emergency, clothes cleaning and/or dry cleaning may be eligible for reimbursement. Written justification explaining the nature of the emergency must accompany any request for reimbursement of this expense.

5.3 Travel Advance

5.3-1 Employees whose travel will take them out of the County for more than twenty-four (24) hours may apply for an advance to cover the allowance for meals and any reasonable travel expenses if the expenses are expected to exceed \$50.00. Travel advances shall not be paid out of petty cash.

5.3-2 Application for a Travel Advance shall be submitted in writing to the County Auditor at least five (5) working days prior to the departure date.

5.3-3 In order to avoid unnecessary paperwork, travel advances shall be issued for travel only when the trip is outside McLean County and involves an overnight stay.

5.3-4 If travel expense reimbursement vouchers are not received within 30 days of initiation of travel for local or in-state travel or 30 days of completion of travel for out-of-state travel, then advances must be paid back to the County. If not reimbursed by the employee within 30 days, future advances will be disallowed and future reimbursements will be adjusted.

SECTION 6 LOCAL BUSINESS EXPENSE REIMBURSEMENT

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

6.1-1 All local business expenses shall be itemized, fully documented to include the actual County business transacted, the individuals in attendance and their respective business affiliations. The actual cost of meals for County employees and other persons in attendance shall be reimbursed in accordance with the Meal Reimbursement schedule in 5.1-2.

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6.1-2 To be eligible for reimbursement of a meal with a business representative, County business must have been discussed during the meal.

6.1-3 Two or more County employees dining together and discussing County business will not constitute a reimbursable business meal expense.

6.1-4 Actual original receipts are required to be submitted in order to receive reimbursement.

6.1-5 In all cases, reimbursement for alcoholic beverages is not allowed.

SECTION 7 REIMBURSEMENT OF MISCELLANEOUS EXPENSES

7.1 The following items may be reimbursed by the County under Miscellaneous Expenses:

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

Any individual, miscellaneous expense OVER \$10.00 shall be accompanied by a receipt.

7.2 Housekeeping tips are NOT an allowable expense.

SECTION 8 CREDIT CARDS

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

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

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

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

SECTION 9 APPROPRIATE BUDGET LINE ITEMS FOR TRAVEL EXPENSES

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

718.0001 Schooling & Conferences: Payment for hotels, travel, meals and other expenses incurred in attending required schooling, seminars and conferences. Reimbursement shall not exceed the amounts and rates set forth in the applicable Travel/Expense Reimbursement Policy of the County Board in effect for the fiscal year in which such expense is incurred.

793.0001 Travel Expense: The amount appropriated to each respective department for use in defraying the expense of travel incurred on official county business only. This is exclusive of conferences and instruction and schooling.

Business breakfasts, lunches, and dinners, for a County employee and guest are included. Reimbursement for such business meals shall not exceed the amounts and rates set forth in the applicable Travel and Expense Reimbursement Policy of the County Board in effect for the fiscal year in which such expense is incurred.

794.0003 Recruiting Expense: Expenses related to recruiting of new prospective employees such as travel, hotel, or meals.

SECTION 10 STATE AND FEDERAL LAWS AND REGULATIONS

10.1 Provisions of this policy shall not have effect when in contradiction with State or Federal Law and Regulations.

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

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

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SECTION 11 MISUSE OF McLEAN COUNTY TRAVEL POLICY

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

SECTION 12 SEVERABILITY CLAUSE

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

SECTION 13 EFFECTIVE DATE AND REPEAL

The effective date of this Ordinance shall be November 1, 2001.

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

ADOPTED by the County Board of McLean County, Illinois, this 16th day of October, 2001.

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

Members Berglund/Rodman moved the County Board approve an Ordinance Amending and Establishing County Officer and Salaried Employee Travel and Business Expense Reimbursement Policy for McLean County – Auditor’s Office. Member Sommer/Renner moved an Amendment to the Motion, amending item 4.2-3 to say “when the use of public transportation is a more economical or practical alternative to the use of a personal vehicle, the total reimbursement shall not exceed the cost of travel by public transportation including, the cost of taxis or limousines to and from the terminal, taxes, and surcharges”. Member Sommer stated it seems unfair, if driving your personal vehicle, to get the common carrier money without the taxes or surcharges that might be attached to it and no taxi or other limousine service. He said the County is taking money out of the traveler’s pocket. Member Selzer asked if employees travel to Chicago and take their personal car if they are only going to receive \$24.00 because that is what you would pay for roundtrip tickets on Amtrak. Member Sommer answered that is what the policy states. Member Sweeney asked for clarification from the Auditor’s office. Mr. Hunt stated the key words to the policy are “practical” and “economical”. He said taking the Amtrak to Chicago might be beyond the practical threshold. Mr. Hunt continued, we can not make a travel policy that is iron clad. He said he encourages the departments to use the policy as guidance on how they should conduct the affairs of travel within the department. Mr. Hunt then stated, when talking about using Amtrak, if the cost of taxis and limousines are included the cost is very close to driving a private vehicle. Member Rodman noted concern about how much time would be involved in finding additional transportation to your destination past the Amtrak terminal. Member Selzer stated he agreed with “economical” and “practical” but asked who determines that. He said that is not defined in the policy. Member Kinzinger stated he believed that “economical” and “practical” could be defined by the department head. Member Sommer stated he thinks it is basically unfair. Member Selzer reiterated the policy needs to be more defined. Member Selzer/Hoselton moved sending this back to the Finance Committee. Member Kinzinger urged the Members of Board to attend the meeting where this would be discussed again. Member Gordon asked for clarification as to what was being sent back, section 4.2-3, or the entire policy. Chairman Sweeney clarified, the entire policy would be sent back. Clerk Milton shows all Members present, except Member Kinzinger, voting in favor of the Motion. Motion carried.

Member Berglund stated item E-1-b, a Request for Approval of CDAP Revolving Loan Application: TLH Enterprise, Inc. d/b/a/ Ramada Hotel, Bloomington, Illinois, would not be address. It is being sent back to the Finance Committee.

Member Berglund, Vice-Chairman, presented the following:

AMENDING CHAPTER 26 OF THE MCLEAN COUNTY CODE
FOOD SERVICE

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of food service establishments, retail food stores, bed and breakfast establishment and temporary food service establishment for the promotion and protection of health and the control of diseases; and

WHEREAS, the McLean County Board of Health has recommended on September 5, 2001, that permit and fees be increased, and clarifications be made to the Ordinance, and

WHEREAS, the Finance Committee at their September 25, 2001, meeting has concurred with such recommendations, now, therefore,

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 28 be and hereby is amended to read as follows:

26.08-6 Food service establishment permit fees. The annual fees for food permits shall be:

Class A Permit - \$337.00	<u>\$347.00</u>
Class B Permit - \$253.00	<u>\$261.00</u>
Class C Permit - \$170.00	<u>\$175.00</u>
Class D Permit - Reserved for future use.	
Class E Permit - Reserved for future use.	
Class F Permit - No Fee	

26.26-6 Retail food store permit fees. The annual fees for food permits shall be:

Class A Permit - \$337.00	<u>\$347.00</u>
Class B Permit - \$253.00	<u>\$261.00</u>
Class C Permit - \$170.00	<u>\$175.00</u>
Class D Permit - \$170.00	<u>\$175.00</u>
Class E Permit - \$ 83.00	<u>\$ 85.00</u>
Class F Permit - No Fee	

26.58-1 Bed and breakfast permit fees. The annual fees for the permit shall be:

Class H Permit - \$253.00	<u>\$261.00</u>
Class I Permit - \$170.00	<u>\$175.00</u>

26.85 PERMIT

It shall be unlawful for any person to operate a temporary food establishment within the County of McLean, or its police jurisdiction, who does not possess a valid permit issued by the Board of Health. Only a person who complies with the requirements of this Ordinance shall be entitled to receive and retain such a permit. Permits shall not be transferable from one person or establishment to another person or establishment. A person must have a

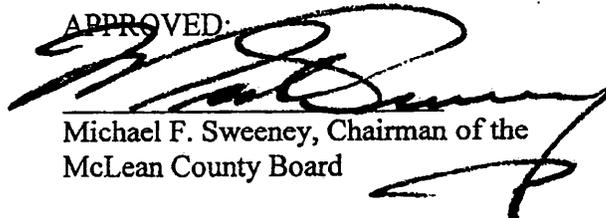
temporary food permit for each temporary food establishment that is operated in this county. A valid permit shall be posted in conspicuous view of the public in every temporary food establishment or the food establishment cannot open.

26.85-6 Temporary Food Permit Fees. The fees for temporary food permits shall be:

Class J Permit - \$25.00	<u>\$ 30.00</u>
Class K Permit - \$90.00	<u>\$100.00</u>

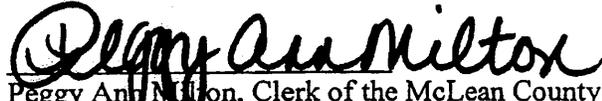
This amendment shall become effective and in full force on January 1, 2002. Adopted by the County Board of the County of McLean, Illinois, this day of , 2001.

APPROVED:



Michael F. Sweeney, Chairman of the
McLean County Board

ATTEST:



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

1901-FORD

Members Berglund/Hoselton moved the County Board approve a Request for Approval of an Ordinance Amending Chapter 26 of the McLean County Code - Food Service Fees and Permits. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund, Vice-Chairman, presented the following:

AMENDING CHAPTER 28 OF THE MCLEAN COUNTY CODE
HEALTH AND SANITATION

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of sewage and potable water supplies for the promotion and protection of health and the control of diseases; and

WHEREAS, the McLean County Board of Health has recommended on September 5, 2001, that sewage program permit and license fees be increased, and clarifications be made to the Ordinance, and inspections of existing septic systems be regulated to ensure a standardization in the industry, and gravel-less chamber type septic systems have equal effective absorption area as the current gravel trench septic systems, and a 10 feet setback established between horizontal geothermal exchange systems and septic systems to prevent damage to either during construction or maintenance, and a registration system for the installation and location of geothermal exchange systems to ensure proper setbacks are maintained to promote the safety of ground water and development of adjacent lots, and combine the enforcement provisions in this chapter to promote uniformity of enforcement of the ordinance, and

WHEREAS, the Finance Committee at their September 25, 2001, meeting has concurred with such recommendations, now, therefore,

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 28 be and hereby is amended to read as follows:

28.45 Installer – any person inspecting or evaluating existing operational private sewage disposal systems or installing, altering or repairing private sewage disposal systems and licensed by the Board of Health. This does not include the pumping of private sewage disposal systems. (Amended 10-21-86, 9-17-96)

28.49 OPERATIONAL INSPECTIONS OR EVALUATIONS

Only a McLean County Licensed Installer or authorized representative of the Board of Health may conduct an inspection/evaluation of an existing operational private sewage disposal system.

(A) These inspections or evaluations must be completed using forms provided by the Health Department.

(B) After the inspection/evaluation, the form shall be completed. A copy shall be given to the client and an additional copy shall be given to the Health Department.

28.53 GRAVEL-LESS CHAMBER TYPE SEEPAGE FIELD REQUIREMENTS

When gravel-less chamber sections are installed, the number of lineal feet of chamber shall be determined by soil percolation and/or comparable soil classification information.

(B) A copy of such notice shall be filed with the records of the Board of Health.

28.99 HEARINGS

The hearings provided for in this Ordinance shall be conducted by a quorum of the members of the Board of Health at a time and place designated by the Board within thirty (30) days of the date on which the written request was filed.

28.99-1 Notification. The petitioner for the hearing shall be notified of the time and place of the hearing not less than five (5) days prior to the date on which the hearing is to be held.

28.99-2 Findings. Based upon the record of such hearing, the Board of Health shall make a finding and shall sustain, modify or rescind any official notice or order considered in the hearing.

28.99-3 Written report. A written report of the hearing decision shall be furnished either personally or by certified mail to petitioner by the Board of Health.

28.100 EMERGENCIES

Whenever the Board of Health finds that an emergency regarding a violation of this Ordinance exists, which requires immediate action to protect the public health, it may, without any administrative procedure and without notice or hearing, bring action for temporary injunction to require that such action be taken as the court may deem necessary to meet the emergency.

(A) Notwithstanding any other provision in this Ordinance, such order shall be effective immediately.

(B) Such action shall be brought by the State's Attorney of McLean County.

(C) When, in the opinion of the Board of Health, the emergency conditions are abated, the Board of Health may request that the temporary injunction be canceled.

28.101 RESERVED

28.102 ADMINISTRATIVE REVIEW

Any person, firm or corporation affected by the decisions, rules or regulations of the Board of Health of McLean County, Illinois, may have the decisions of said Board of Health reviewed in the Circuit Court of McLean County, Illinois. The provisions of the "Administrative Review Act" of the State of Illinois approved May 8, 1945, and enacted by the General Assembly of the State of Illinois and all amendments and modifications thereof, and the rules adopted pursuant thereto shall apply to and govern all proceedings for the judicial review of final administrative decisions of the said Board of Health. The term "Administrative Decisions" is defined in Section 1 of said "Administrative Review Act."

- (A) Prior to such action, the Board of Health shall notify the licensee or registrant in writing, stating the reason for which the license or registration is subject to suspension, revocation or non-renewal.
- (B) The Board of Health may provide an opportunity for a pre-hearing conference in order for the licensee or registrant to show cause why the Board of Health should not proceed with license or registration suspension, revocation or non-renewal.
- (C) Should the Board of Health proceed with license or registration suspension, revocation or non-renewal, the Board of Health shall notify the licensee or registrant that the license or registration is suspended, revoked, or not renewed five (5) days following the serving of said notice.
- (D) Such suspension, revocation or non-renewal shall then be effective unless a request for a hearing is filed with the Board of Health by the licensee or registrant within such five-(5) day period.

28.96 REVOCAION

If after the permit or registration has been issued, the Board of Health finds that the information submitted on the application was falsified or inaccurate, or if the violations found during the inspection are not corrected, or if the Board of Health is interfered with in performance of its duties, the permit or registration may be revoked. Prior to such action, the Board of Health shall notify the permit or registration holder in writing, stating the reason for which the permit or registration is subject to revocation.

- (A) The Board of Health may provide an opportunity for a pre-hearing conference in order for the permit or registration holder to show cause why the Board of Health shall not proceed with permit or registration revocation.
- (B) Should the Board of Health proceed with permit or registration revocation, the Board of Health shall so notify the permit or registration holder that the permit or registration is revoked five (5) days following the serving of said notice.
- (C) Such revocation shall then be effective unless a request for a hearing is filed with the Board of Health by the permit or registration holder within such five- (5) day period.

28.97 RESERVED

28.98 ISSUANCE OF NOTICE

Whenever the Board of Health determines that a violation of any provision of this Ordinance has occurred, the Board of Health shall give notice to the person responsible for such violation.

- (A) Notices provided for under this section shall be deemed to have been properly served when a written notice has been delivered personally to the person responsible, or such notice has been sent by registered or certified mail, return receipt requested, to the last known address of the person.

28.89 APPROVAL OF REGISTRATION

If upon receipt of the application and fee the Board of Health finds that the requirements of this Ordinance have been satisfied, the registration shall be issued.

(A) The registration is valid for a period of 12 months from the date of issuance.

(B) If construction or modification of the geothermal exchange system has not started within this period, the registration is void.

(C) Any modification from the submitted plan approved with the registration application must be submitted to this office in writing before construction begins.

28.90 REGISTRATION OF GEOTHERMAL EXCHANGE SYSTEM CONTRACTORS AND EXCAVATORS

All individuals who install or excavate geothermal exchange system in this County shall be registered annually with the Board of Health. A registration fee of \$50.00 shall accompany the registration application. The registration shall expire on December 31st of the year of issue.

28.90-1 FIRST TIME REGISTRATION FEE

The fee for a first time registration for an individual shall be increased by 40%. This surcharge will cover the expense of providing the education and training requirements and for completing the paperwork and file set up costs.

28.91 INSPECTIONS

The Board of Health shall be notified by telephone or in writing at least 24 hours prior to the commencement of any work to construct or modify a geothermal exchange system for which a registration has been issued or to seal a geothermal exchange system.

Before grouting and back filling is started, an inspection shall be made by the Board of Health to determine if full compliance of the Ordinance has been met.

28.92 DATE OF EFFECT

This Ordinance shall be in full force and effect immediately on its adoption as provided by law.

28.93 – 28.94 RESERVED

Article V
Enforcement Provisions

28.95 SUSPENSION, REVOCATION OR REFUSAL TO RENEW

For serious or repeated violations of any provisions of this Ordinance or for interference with the Board of Health in performance of its duties, the Board of Health may suspend, revoke or refuse to renew any license or registration.

exchanger. This includes but is not limited to vertical loop, horizontal loop and body of water loop systems.

Geothermal exchange system contractor – any individual who installs geothermal exchange systems except a geothermal exchange system excavator

Geothermal exchange system excavator– any individual who excavates for the purpose of installing a geothermal exchange system this includes but is not limited to drilling, boring, jetting, or digging.

28.85 REGISTRATION REQUIREMENT

No geothermal exchange system shall be constructed or modified in McLean County, except in accordance with these regulations, and it shall be unlawful to proceed with the construction or modification of a geothermal exchange system without first registering the location and type of geothermal exchange system with the Board of Health.

28.85-1 EXEMPTION

Geothermal exchange systems installed within the corporate limits of a municipality shall be exempt from the registration requirement of the ordinance provided the municipality has a geothermal exchange system permitting or registration process in place.

28.86 SEPTIC SYSTEM SETBACK

In order to protect the sewage disposal system and a horizontal geothermal exchange system; there shall be a minimum set back of ten feet between the systems.

28.87 APPLICATION FOR REGISTRATION

Application for registration for a geothermal exchange system shall be in writing and in such form that shall be prescribed by the Board of Health. Every application shall be signed by the geothermal exchange system contractor.

(A) The application shall be accompanied by a plan showing the location of all existing structures, wells, septic tanks, secondary sewage treatment units, cesspools, privies, sewers, lakes, ponds or streams on the applicant's property and on neighboring properties, if they are within 200 feet of the proposed geothermal exchange systems(s).

(B) Prior to the approval of the registration, the Board of Health, at its discretion, may require additional information, and/or inspect the property and neighboring properties.

28.88 PLAN REVIEW AND INSPECTION FEE

Each application for the registration of a geothermal exchange system shall be accompanied by a fee of \$100.00 payable to the McLean County Health Department. This fee shall not be refundable in the event that an individual decides not to construct or modify the geothermal exchange system.

~~(B) A copy of such notice shall be filed with the records of the Board of Health.~~

28.89 HEARINGS

~~The hearings provided for in this Ordinance shall be conducted by a majority of the members of the Board of Health at a time and place designated by the Board within thirty (30) days of the date on which the written request was filed.~~

~~28.89-1 Notification. The petitioner for the hearing shall be notified of the time and place of the hearing not less than five (5) days prior to the date on which the hearing is to be held.~~

~~28.89-2 Findings. Based upon the record of such hearing, the Board of Health shall make a finding and shall sustain, modify or rescind any official notice or order considered in the hearing.~~

~~28.89-3 Written report. A written report of the hearing decision shall be furnished either personally or by certified mail to petitioner by the Board of Health.~~

28.91 ADMINISTRATIVE REVIEW

~~Any person, firm or corporation affected by the decisions, rules or regulations of the Board of Health of McLean County, Illinois. The provisions of the "Administrative Review Act" of the State of Illinois approved May 8, 1945, and enacted by the General Assembly of the State of Illinois and all amendments and modifications thereof, and the rules adopted pursuant thereto shall apply to and govern all proceedings for the judicial review of final administrative decisions of the said Board of Health. The term "Administrative Decisions" is defined in Section 1 of said "Administrative Review Act."~~

28.92 PENALTIES

~~Any person who shall violate any of the provisions of this Ordinance shall be guilty of a Class B misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than \$500.00 or imprisonment of not more than six (6) months, or both. In addition thereto, such persons may be enjoined from continuing such violations. Each day upon which such violation occurs shall constitute a separate violation.~~

28.94 SEVERABILITY

~~The clauses, sentences, paragraphs, sections, articles and parts of this Ordinance are separable. If any clause, sentence, paragraph, section, article or part of this Ordinance shall for any reason be adjusted invalid by any court of appropriate jurisdiction, such judgement shall not affect, impair or invalidate the remainder thereof.~~

Article IV GEOHERMAL EXCHANGE SYSTEMS

28.84 DEFINITIONS

Geothermal exchange system – a sealed, watertight loop of pipe buried outside of a building foundation, which is intended to recirculate a liquid solution through a heat

- ~~(B) A fee of \$25.00 shall be charged for the reissuance of any permit which has been voided for any reason.~~
- ~~(C) The reissuance of a voided permit can take place only if the permit still applies to the original applicant and licensed contractor.~~

28.8377 APPROVAL OF PERMIT

If upon receipt of the application and permit fee the Board of Health finds that the requirements of this Ordinance have been satisfied, the permit shall be issued.

- ~~(A) The permit is valid for a period of 12 months from the date of issuance.~~
- ~~(B) If construction or deepening of the water well has not been started within this period, the permit is void.~~
- ~~(C) Any modification from the submitted plan approved with the permit application must be submitted to this office in writing before construction begins.~~

28.86 PERMIT REVOCATION

~~If after the permit has been issued, the Board of Health finds that the information submitted on the application was falsified or inaccurate, or if the violations found during the inspection are not corrected, or if the Board of Health is interfered with in performance of its duties, the permit may be revoked. Prior to such action, the Board of Health shall notify the permit holder in writing, stating the reason for which the permit is subject to revocation.~~

- ~~(A) The Board of Health shall provide an opportunity for a pre-hearing conference in order for the permit holder to show cause why the Board of Health shall not proceed with permit revocation.~~
- ~~(B) Should the Board of Health proceed with permit revocation, the Board of Health shall so notify the permit holder that the permit is revoked five (5) days following the serving of said notice.~~
- ~~(C) Such revocation shall then be effective unless a request for a hearing is filed with the Board of Health by the permit holder within such five (5) day period.~~

28.87 RESERVED

28.88 ISSUANCE OF NOTICE

~~Whenever the Board of Health determines that a violation of any provision of this Ordinance has occurred, the Board of Health shall give notice to the person responsible for such violation.~~

- ~~(A) Notices provided for under this section shall be deemed to have been properly served when a written notice has been delivered personally to the person responsible, or such notice has been sent by registered or certified mail, return receipt requested, to the last known address of the person.~~

28.68 ADMINISTRATIVE REVIEW

~~Any person, firm or corporation affected by the decisions, rules or regulations of the Board of Health of McLean County, Illinois, may have the decisions of said Board of Health reviewed in the Circuit Court of McLean County, Illinois. The provisions of the "Administrative Review Act" of State of Illinois approved May 8, 1945, and enacted by the General Assembly of the State of Illinois and all amendments and modifications thereof, and the rules adopted pursuant thereto shall apply to and govern all proceedings for the judicial review of final administrative decisions of the said Board of Health. The term "Administrative Decisions" is defined in Section 1 of said "Administrative Review Act."~~

28.69 PENALTIES

~~Any person who shall violate any of the provisions of this Ordinance shall be guilty of a Class B misdemeanor and upon conviction thereof, shall be punished by a fine of not more than \$500.00 or imprisonment of not more than six (6) months, or both. In addition thereto, such persons may be enjoined from continuing such violations. Each day upon which such violation occurs shall constitute a separate violation.~~

28.71 SEVERABILITY

~~The clauses, sentences, paragraphs, sections, articles and parts of this Ordinance are separable. If any clause, appropriate jurisdiction, such judgement shall not affect, impair or invalidate the remainder thereof.~~

28.8175 APPLICATION FOR PERMIT

Applications for permits shall be in writing and in such form that shall be prescribed by the Board of Health. Every such application shall be completed and signed by the homeowner or property owner and the installer.

- (A) The application shall be accompanied by a plan showing the location of all existing structures, septic tanks, subsurface seepage systems, cesspools, privies, sewers, other wells, lakes, ponds or streams on the applicant's property and on neighboring property, if they are within 20 feet of the proposed water well.
- (B) Prior to the issuance of a permit, the Board of Health, at its discretion, may require additional information, and/or inspect the property.

28.8276 PERMIT FEE

Each application for the construction or deepening of a well shall be accompanied by a permit fee of \$100.00 payable to the McLean County Health Department. This fee shall not be refundable in the event that an individual decides not to construct or deepen the water well.

- ~~(A) This fee shall not be returnable in the event that an individual decides not to construct or deepen the water well.~~

~~(D) Such suspension, revocation or non renewal shall then be effective unless a request for a hearing is filed with the Board of Health by the licensee within such five (5) day period. (Amended 1-17-89)~~

28.65 ISSUANCE OF NOTICE

~~Whenever the Board of Health determines that a violation of any provisions of this Ordinance has occurred, the Board of Health shall give a notice to the person responsible for such violation.~~

~~(A) Notices provided for under this section shall be deemed to have been properly served when a notice has been delivered personally to the person responsible, or such notice has been sent by registered or certified mail, return receipt requested, to the last known address of the person.~~

~~(B) A copy of such notice shall be filed with the records of the Board of Health.~~

28.66 HEARINGS

~~The hearings provided for in this Ordinance shall be conducted by a majority of the members of the Board of Health at a time and place designated by the Board within thirty (30) days of the date on which the written request was filed.~~

~~28.66-1 Notification. The petitioner for the hearing shall be notified of the time and place of the hearing not less than five (5) days prior to the date on which the hearing is to be held.~~

~~28.66-2 Findings. Based upon the record of such hearings, the Board of Health shall make a finding and shall sustain modify or rescind any official notice or order considered in the hearing.~~

~~28.66-3 Written report. A written report of the hearing decision shall be furnished either personally or by certified mail to petitioner by the Board of Health.~~

28.67 EMERGENCIES

~~Whenever the Board of Health finds that an emergency regarding a violation of this Ordinance exists, which requires immediate action to protect the public health, it may, without any administrative procedure and without notice or hearing, bring action for temporary injunction to require that such action be taken as the court may deem necessary to meet the emergency.~~

~~(A) Notwithstanding any other provision in this Ordinance, such order shall be effective immediately.~~

~~(B) Such action shall be brought by the State's Attorney of McLean County.~~

~~(C) When, in the opinion of the Board of Health, the emergency conditions are abated, the Board of Health may request that the temporary injunction be canceled.~~

- (B) The applicant shall annually present his pumper truck at the Health Department office for inspection. The truck must meet the standards set forth in the Illinois Department of Public Health, Private Sewage Disposal Licensing Act and Code, as adopted in Section 28.43 (A) of this Ordinance.
- (C) The applicant who is actively engaged in the pumping of private sewage disposal systems shall demonstrate his knowledge of the McLean County Sewage Disposal System Ordinance by obtaining a minimum score of 80 percent on a written test. All licensed pumpers will be retested every three years. (Amended 10-21-86, 1-17-89, 10-17-00)
- (D) If additional tests are required before the applicant attains a minimum passing score of 80, a fee of \$50.00 per test will be charged. This \$50.00 fee is payable before each retest.
- ~~(D)~~(E) The license shall expire on December 31 of the year of issue and must be renewed annually.
- ~~(E)~~(F) A license fee shall be paid to the Board of Health when the application is submitted for approval or renewal. (Amended 10-21-86, 1-17-89, 10-19-93, 9-19-95, 11-19-96)

28.6365 UNLICENSED INSTALLERS AND PUMPERS

Any person found performing the duties of an installer or pumper in McLean County without an installer's or pumper's license, except as provided in this Article, shall be punished as provided in Section 28.69103 of this Ordinance.

28.64 LICENSE SUSPENSION, REVOCATION OR REFUSAL TO RENEW

~~For serious and/or repeated violations of any provisions of this Ordinance or for interference with the Board of Health in performance of its duties, or if the individual who passed the installers or pumpers test is no longer employed with the firm or is no longer actively engaged in the installation, alteration, repair or pumping of private sewage disposal systems for the firm, the Board of Health may suspend, revoke or refuse to renew a license.~~

- ~~(A) Prior to such action, the Board of Health shall notify the installer/pumper or evaluator in writing, stating the reason for which the license is subject to suspension, revocation or non-renewal.~~
- ~~(B) The Board of Health shall provide an opportunity for a pre-hearing conference in order for the installer/pumper or evaluator to show cause why the Board of Health should not proceed with license suspension, revocation or non-renewal.~~
- ~~(C) Should the Board of Health proceed with license suspension, revocation or non-renewal, the Board of Health shall notify the licensee that the license is suspended, revoked, or not renewed five (5) days following the serving of said notice.~~

~~the performance of its duties, the permit may be revoked. Prior to such action, the Board of Health shall notify the permit holder in writing, stating the reason for which the permit is subject to revocation.~~

~~28.59-1 Pre-hearing conference. The Board of Health shall provide an opportunity for a pre-hearing conference in order for the permit holder to show cause why the Board of Health shall not proceed with permit revocation.~~

~~28.59-2 Revocation notice. Should the Board of Health proceed with permit revocation, the Board of Health shall so notify the permit holder that the permit is revoked five (5) days following the serving of said notice. Such revocation shall then be effective unless a request for a hearing is filed with the Board of Health by the permit holder within such five (5) day period. (Amended 7-19-94)~~

28.61-1 Installer Present

The McLean County licensed septic system installer that completed the work for the installation, alteration or repair of the septic system shall be present at the time of inspection of the system by the Board of Health.

28.6163-1 Conditions of licensure.

- (A) The application for a license shall be furnished by the Board of Health and completed by the applicant.
- (B) The applicant who is actively engaged in the installation, alteration or repair of private sewage disposal systems shall demonstrate his knowledge of the McLean County Private Sewage Disposal System Ordinance by obtaining a minimum score of 80 percent on a written test. All licensed installers will be retested every three years. (Amended 1-17-89, 10-17-00)
- (C) If additional tests are required before the applicant attains a minimum passing score of 80, a fee of \$50.00 per test will be charged. This \$50.00 fee is payable before each retest.
- (E) (D) The license will expire on December 31st of the year of issue and must be renewed annually. If the license is not renewed by April 1st of the year following the year of issue, the applicant shall be retested.
- (E) (D) A licensing fee shall be paid to the Board of Health when the application is submitted for approval or renewal. (Amended 10-21-86, 1-17-89, 10-19-93, 9-19-95, 11-19-96)

28.6264-1 Conditions of licensure.

- (A) The application for license shall be furnished by the Board of Health and completed by the applicant.

(B) (C) 1. Subsurface seepage field	\$94.00	\$ 97.00
2. Seepage bed	\$94.00	\$ 97.00
3. Sand filter (buried or recirculating)	\$94.00	\$ 97.00
4. Waste stabilization pond	\$94.00	\$ 97.00
5. 8" or 10" gravel-less seepage field	\$94.00	\$ 97.00
(C) (B) Aerobic treatment plant (discharging to supplementary treatment or to the surface)	\$125.00	\$ 66.00
(D) Treatment unit(s) and waste stabilization pond.	\$125.00	\$129.00
(E) Privies, chemical toilet, recirculating toilet, incinerator toilet, compost toilet	\$125.00	\$129.00
(F) Private Sewage Mound Code (77 Ill. Adm. Code 906)	\$125.00	\$129.00
(G) Holding Tank(s)	\$125.00	\$129.00
(H) Dump Station	\$125.00	\$129.00
(I) Any other system for which a variance in accordance with Section 28.60, of this Ordinance has been issued.	\$125.00	\$129.00

(Entire section amended 10-21-86, 12-15-87, 10-19-93, 9-20-94, 9-19-95, 9-17-97, 10-20-98, 9-14-99, 10-17-00)

28.5760-1 LICENSE FEES

The non-refundable fees for the following licenses are:

(A) Installer license	\$179.00	\$184.00
(B) Pumper license	\$179.00	\$184.00

(Section added 11-19-96, Amended 9-16-97, 10-20-98, 9-14-99, 10-17-00)

28.60-2 FIRST TIME LICENSE FEE

The fee for a first time license for an individual shall be increased by 40%. This surcharge will cover the expense of providing the education and testing requirements and for completing the paperwork and file set up costs. This fee is applicable to reissuance of a revoked license or a license that was not renewed due to enforcement action.

28.59 PERMIT REVOCATION

~~If after the permit has been issued, the Board of Health finds that the information submitted on the application was falsified or inaccurate, or if the violations found during the inspection are not corrected, or if the Board of Health is interfered with in~~

A chamber type system is required to produce the equivalent amount of soil absorption area as a comparable conventional gravel system installed at the same site using the same soil absorption information.

Use the following steps to size a chamber type system:

(A) Calculate the number of lineal feet of a 3 feet wide conventional gravel trench required based upon the soil absorption rate information for the site.

(B) Calculate the number of square feet of soil absorption area provided per lineal foot by the proposed chamber units using the following formula:

$$\frac{2H + W = X}{12}$$

H = height of the sidewall in inches

W = the width of the bottom of the chamber in inches

X = the total square feet of absorption area per lineal feet of chamber unit proposed for the installation.

(C) Divide 8 by the value of "X." This will produce the multiplier "Y" that will be used in step D.

(D) Multiply the lineal feet figure from step A by the value of "Y" from step C. This produces the lineal feet of chamber units required for the installation.

28.55 HORIZONTAL GEOTHERMAL EXCHANGE SYSTEM SETBACK

In order to protect the sewage disposal system and the horizontal geothermal exchange system, there shall be a minimum set back of ten feet between the systems.

28.59 APPROVAL OF PERMIT

If upon receipt of the application the Board of Health finds that the requirements of this Ordinance have been satisfied, the permit shall be issued.

(A) The permit is valid for a period of 12 months from the date of issuance.

(B) If construction of the structure for which the permit was issued has not been started within this period, the permit is void and a new permit will be required.

(C) Any modification from the submitted plan approved with the permit application must be submitted to the Health Department in writing before construction begins.

28.5760 PERMIT FEE

The non-refundable permit application fees for the following private sewage disposal systems or components of systems are:

(A) Septic tank or Imhoff Tank	\$64.00	<u>\$ 66.00</u>
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28.103 PENALTIES

Any person who shall violate any of the provisions of Article I Section 28.43 (A) or Article II of this Ordinance shall be guilty of a Class A misdemeanor, shall be fined a sum not less than \$100.00. Each day's violation constitutes a separate offense. In addition, the State's Attorney may bring action for an injunction to restrain such violation, or to enjoin the operation of any such establishment.

Any person who shall violate any of the provisions of Article I Section 28.43 (B) or (C) or (D), Article III or Article IV of this ordinance shall be issued an order to remedy such violations. The order shall specify the violations and the date by which they shall be remedied. Failure of the person to remedy the violations by the date specified in the order shall constitute a business offense punishable by a fine not to exceed \$750.00, with each day subsequent to such date that the violations remain uncorrected as a separate offense.

28.104 DATE OF EFFECT

This Ordinance shall be in full force and effect immediately on its adoption as provided by law.

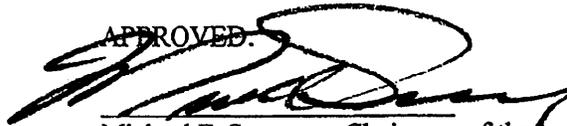
28.105 SEVERABILITY

The clauses, sentences, paragraphs, sections, articles and parts of this Ordinance are separable. If any clause, sentence, paragraph, section, article or part of this Ordinance shall for any reason be adjudged invalid by any court of appropriate jurisdiction, such judgement shall not affect, impair or invalidate the remainder thereof.

28.106 – 28.107 RESERVED

This amendment shall become effective and in full force on January 1, 2002. Adopted by the County Board of the County of McLean, Illinois, this day of , 2001.

APPROVED:


Michael F. Sweeney, Chairman of the
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the McLean County
Board of McLean County
1901-ORD

Members Berglund/Hoselton moved the County Board approve a Request for Approval of an Ordinance Amending Chapter 28 of the McLean County Code - Health and Sanitation Licenses and Fees. Member Gordon asked for clarification regarding the fees for an aerobic treatment plant. Mr. Hirsch replied the fee is listed correctly and the reduction is for uniformity. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund, Vice-Chairman, presented the following:

**CHANGES
IN
HEALTH INSURANCE
2001 V. 2002**

HMO

	2001	2002
Office Visit	\$ 10.00	\$ 20.00
Emergency Room	\$ 50.00	\$ 125.00
Outpatient Surgery	\$ 0.00	\$ 100.00
Prescriptions		
Generic	\$ 5.00	\$ 10.00
Preferred	\$ 10.00	\$ 15.00
Non-Preferred	\$ 25.00	\$ 30.00

PPO

	2001	2002
Deductible		
Individual	\$ 100.00	\$ 200.00
Family	\$ 200.00	\$ 400.00
Prescriptions		
Generic	\$ 7.00	\$ 10.00
Preferred	\$ 12.00	\$ 15.00
Non-Preferred	\$ 25.00	\$ 30.00

**RESOLUTION
TO ESTABLISH RATES FOR HEALTH AND LIFE INSURANCE COVERAGES
FOR FY 2002**

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

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
Health Alliance HMO	\$40.70	\$192.24	\$209.64	\$260.40
Health Alliance HMO	\$45.68	\$214.44	\$234.02	\$290.48
Health Alliance PPO	\$41.60	\$196.02	\$213.42	\$265.20
Health Alliance PPO	\$46.56	\$219.12	\$238.70	\$296.10

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
Health Alliance HMO	\$232.70	\$441.70	\$465.70	\$570.70
Health Alliance HMO	\$260.70	\$494.70	\$521.70	\$638.70
Health Alliance PPO	\$237.70	\$450.70	\$474.70	\$581.70
Health Alliance PPO	\$265.70	\$504.70	\$531.70	\$650.70

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:

	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE + SPOUSE	FAMILY
Health Alliance HMO	\$230.00	\$439.00	\$463.00	\$568.00
Health Alliance HMO	\$258.00	\$492.00	\$519.00	\$636.00
Health Alliance PPO	\$235.00	\$448.00	\$472.00	\$579.00
Health Alliance PPO	\$263.00	\$502.00	\$529.00	\$648.00

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
Health Alliance HMO	\$230.00	\$439.00	\$463.00	\$568.00
Health Alliance HMO	\$258.00	\$492.00	\$519.00	\$636.00
Health Alliance PPO	\$235.00	\$448.00	\$472.00	\$579.00
Health Alliance PPO	\$263.00	\$502.00	\$529.00	\$648.00

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
Health Alliance HMO	\$345.00	\$658.50	\$694.50	\$852.00
Health Alliance HMO	\$387.00	\$630.00	\$778.50	\$954.00
Health Alliance PPO	\$352.50	\$672.00	\$708.00	\$868.50
Health Alliance PPO	\$394.50	\$753.00	\$793.50	\$972.00

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

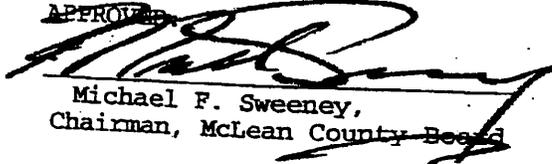
7. That this Resolution shall be effective immediately, with the above health insurance rates effective for coverages on and after January 1, 2002.

Adopted by the County Board of McLean County this 16th day of October, 2001.

ATTEST:


Peggy Ann Milton, Clerk of
the McLean County Board

APPROVED:


Michael F. Sweeney,
Chairman, McLean County Board

Members Berglund/Renner moved the County Board approve a Request for Approval of a Resolution to Establish Rates for Health and Life Insurance Coverages for Fiscal Year 2002. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund, Vice-Chairman, presented the following:

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

MCLEAN COUNTY BOARD

AND

MCLEAN COUNTY SHERIFF

AND

THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

REPRESENTING

F.O.P. LODGE NO. 176

January 1, 2001 through December 31, 2003

F. O. P. C O N T R A C T

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ARTICLE 1

PREAMBLE

This Agreement is entered into by and between the McLean County Board and the McLean County Sheriff (herein referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council representing F.O.P. Lodge No. 176 (hereinafter referred to as the "Lodge").

It is the purpose of this Agreement and it is the intent of the parties here to establish and promote mutual harmonious understanding and relationships between the Employer, its employees, and the Lodge. To promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of officers covered by this Agreement.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE 2

RECOGNITION

The Employer hereby recognizes the Lodge as the sole and exclusive Collective Bargaining representative of all of the Merit Deputies recognized by the Merit Commission, except Lieutenants, Chief Deputy and Sheriff, herein referred to as "Officers" for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment. This recognition shall not include Auxiliary Officers and Civilian Personnel.

ARTICLE 3

NON-DISCRIMINATION

Section 1 - Non-Discrimination:

The Employer shall not discriminate against officers, and employment related decisions will be based on qualifications and predicated on performance in a given position without regard to race, color, sex, age, political belief or affiliation, disability, Union activity, or national origin of the Officer.

Section 2 - Use of Masculine Pronoun:

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 4

MUTUAL COOPERATION

The Employer and the Lodge agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of McLean County, Illinois.

To effectuate the purpose and intent of the parties, both parties agree to meet as necessary.

ARTICLE 5

DUES DEDUCTIONS - FAIR SHARE

Section 1 - Dues Deduction:

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month Lodge dues or its equivalent in the amount certified by the Treasurer of the Lodge from the pay of all Officers covered by this Agreement, who, in writing, authorize such deduction. Such money shall be submitted to the Illinois F.O.P. Labor Council at the address designated by the Council within thirty (30) days after the deductions have been made. Such deduction shall continue in effect until revoked in writing by the employee, or until his termination of employment, or until the termination of employment, or until the termination of this Agreement.

Section 2 - Fair Share:

Any present officer who is not a member of the Lodge shall be required to pay a fair share (not to exceed the amount of Lodge dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All officers hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

If the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the officer the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Lodge on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

1. The Lodge has certified to the Employer that the affected officer has been delinquent in his obligations for at least thirty (30) days;

2. The Lodge has certified to the Employer that the affected officer has been notified in writing of the obligation and the requirement of each provision of this Article and that the employee has been advised by the Lodge of his obligations pursuant to this Article and of the manner in which the Lodge has calculated the fair share fee;

3. The Lodge has certified to the Employer that the affected officer has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Lodge for the purpose of determining and resolving any objections the officer may have to the fair share fee;

4. The Lodge has complied with the U.S. Supreme Court decision in Hudson v. Chicago Teachers Union.

Section 3 - Hold Harmless:

The Lodge hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Section.

ARTICLE 6

MANAGEMENT RIGHTS

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. To determine the organization and operations of the Sheriff's Department;

2. To determine and change the purpose, composition and function of each of its constituent department, and subdivisions;

3. To set standards for the services to be offered to the public;

4. To direct the officers of the Sheriff's Department including the right to assign work and overtime;

5. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers;

6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work when essential in the exercise of non-police power;

7. To contract out work when essential in the exercise of non-police power;

8. To establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;

9. To establish, modify, combine or abolish job positions and classifications;

10. To add, delete or alter methods of operation, equipment or facilities;

11. To determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;

12. To establish, implement and maintain an effective internal control program;

13. To suspend, demote, discharge, or take other disciplinary action against officers for just cause; and

14. To add, delete or alter policies, procedures, rules and regulations, subject to a forty-five (45) day review policy under labor/management conference.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

The Employer's right of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim the Employer has claimed, condoned, or tolerated any practice or any act or acts of any employees.

Nothing in this Article shall abrogate or alter the other
Articles of the Agreement.

ARTICLE 7

NO STRIKE

Section 1 - No Strike Commitment:

Neither the Lodge nor any officer, member of the Lodge, or employee covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, intentional slow down in work rate, or picket which causes work stoppage, or other concerted refusal to perform duties by an officer or officer group, or the concerted interference with, in whole or part, the full, faithful and proper performance of all normal operations of County government, including the Sheriff's Department. Neither the Lodge nor any officer, member of the Lodge, or employee covered by this Agreement, shall refuse to cross any picket line, by whomever established.

Section 2 - Resumption of Operations:

In the event of action prohibited by the Section above, the Lodge immediately shall publicly disavow such action and request the offender to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Lodge, including its officials and agents, shall not be liable for any damages, direct or indirect upon complying with the requirements of this Section.

ARTICLE 8

IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14).

ARTICLE 9

BILL OF RIGHTS

If the investigation or interrogation of a law enforcement officer is likely to result or does result in the recommendation of some action, such as a transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in 50 ILCS 725/1-7, commonly known as the "Peace Officers' Bill of Rights". A law enforcement officer may be relieved of duty prior to the imposition of such punitive measures and then shall receive all ordinary pay and benefits as he would have if he were not charged. Reassignment or shift transfers made for training purposes do not apply.

Nothing in this Article is intended to or should be construed to waive employees right to Union representation during questioning that the employee reasonably believes may lead to discipline. Members of the bargaining unit shall have such rights as set forth in the United States Supreme Court decision in NLRB v. Weingarten, 420 U.S. 251 (1975).

ARTICLE 10

GRIEVANCE AND ARBITRATION

Section 1 - Grievance:

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purpose of this Agreement, a grievance is any dispute or difference of opinion raised by an employee, the Lodge or Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

The remedies sought by the grievant in the grievance filed shall be exclusive and no additional remedies may be requested or added.

Each step initiated by the Union must bear a time stamp on the grievance to verify the date and time that the action was initiated.

STEP 1: The employee, with a Lodge Representative, and after reducing to writing on a mutually agreed to form (see Appendix A), may take up a grievance with the employee's immediate supervisor within seven (7) calendar days of its occurrence or discovery. The supervisor shall then attempt to adjust the matter and shall respond within seven (7) calendar days after such discussion.

STEP 2: The Grievance will be referred to the Division Commander and in the Division Commander's absence, the Chief

Deputy prior to going to Step 3 subject to the same seven (7) calendar day time limit.

STEP 3: If not adjusted in Step 2, the grievance shall be presented by the Lodge and the employee to the Sheriff or his designee within seven (7) calendar days following the receipt of the supervisor's answer in Step 2. The Sheriff or designee shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or shift commander and the Lodge Representative within seven (7) calendar days after receipt of the grievance from the Lodge. The Sheriff shall then render a decision based on the information supplied during the meeting, within seven (7) calendar days of the meeting.

STEP 4: If not adjusted in Step 3, the grievance may be presented by the Lodge to the County Administrator within seven (7) calendar days following the receipt of the answer in Step 3. A meeting shall be held within twenty-one (21) calendar days with the County Administrator or his designated representative to discuss the grievance and hopefully come to an equitable solution. The County Administrator or his designee shall then render a decision within seven (7) calendar days of the meeting.

Section 2 - Referral:

~~1. Grievances concerning wage and/or benefit time may be appealed to Arbitration within 14 calendar days after the answer in Step 4.~~ Grievances, excluding those involving disciplinary

time off in excess of thirty(30) days or discharge, may be appealed to Arbitration within fourteen(14) calendar days after the answer in Step 4.

Grievances involving disciplinary time off in excess of thirty(30) days or discharge may only be appealed to the Merit Commission after the answer in Step 3.

~~2. Other grievances (excluding those involving disciplinary time off or discharge) may be appealed to Arbitration within 14 calendar days after the answer in Step 3.~~

~~3. If a grievance involving disciplinary time off or discharge is not satisfactorily resolved at Step 3, the grievant may proceed either to binding arbitration or to the Sheriff's Merit Board or by filing an action with the Circuit Court (but not both) appealing within fourteen (14) calendar days after the Step 3 answer. However, if the Sheriff's Merit Board refuses in writing to hear the appeal, the grievance may be appealed to arbitration the Circuit Court within fourteen (14) calendar days of the refusal.~~

Section 3 - Arbitration:

The parties shall alternately strike names until one (1) name remains with a coin toss determining who strikes first. The person whose name remains shall be the arbitrator. Each party may strike and reject one (1) of the first two-(2) panels of arbitrators submitted by the Federal Mediation and Conciliation Service. The arbitrator shall be notified of his selection by a

joint letter from the Employer and the Council requesting that he set a mutually agreeable time and place for the hearing.

Nothing herein shall preclude the parties from meeting at any time after a list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to the terms of this Agreement or applicable law. The arbitrator shall submit in writing his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of the agreement of the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fee and expenses of the arbitrator and the costs of a written transcript, if any, for the arbitrator shall be divided equally between the Employer and the Lodge. However, each party shall be responsible for compensating its own representatives and

witnesses, and for purchasing its own copy of a written transcript.

Section 4 - Time Limits:

No Grievance shall be processed unless it is submitted within seven (7) calendar days from the date the employee knew or should have known of the event giving rise to the alleged grievance. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer.

If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the Lodge may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the Lodge Representative involved in each step.

ARTICLE 11

LABOR-MANAGEMENT CONFERENCES

The Lodge and the Employer mutually agree that, in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Lodge Representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "Labor-Management Conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreed to before being held. However, if either the Lodge or the Employer refuses to meet within fifteen (15) days, the other party may demand a meeting, within fifteen (15) days. The purpose of any such meeting shall be limited to:

1. Discussion on the implementation and general administration of this Agreement;
2. A sharing of general information of interest to the parties;
3. Notifying the Lodge of changes in non-bargaining conditions of employment contemplated by the employer which may affect employees. Said notification is upon a voluntary basis and is non-binding; and
4. Safety issues.

Without the consent of both parties, such Labor-Management Conference will not be held over eight (8) times a year.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

When absence from work is required to attend "Labor-Management Conferences", Lodge members shall, before leaving their work station, give reasonable notice to, and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Lodge members will be allowed time off subject to the approval of the Sheriff or his designee to attend State/National conventions and any other functions relating to F.O.P. labor relations. Said attendance is on a non-paid basis. However, employees may use accumulated vacation time, compensatory time, or personal leave time for such periods.

ARTICLE 12

LAYOFF AND RECALL

Section 1:

In the event of a layoff of Merit Officers covered by this Agreement, the Employer agrees not to hire personnel to perform the duties that only a Peace Officer can perform. A McLean County Peace Officer shall be defined to mean any person who, by virtue of their office, is vested by law with a duty to maintain public order and make arrest for offenses.

The Employer shall notify the affected employee no less than thirty (30) days in advance of the scheduled layoff.

Section 2:

In the event of layoff, Merit personnel covered by this Agreement will be laid off in reverse order of seniority. The date of seniority will be based on the entrance date into the Merit System.

Section 3:

During a reduction in force, if it becomes necessary to assign an employee to a different job classification or shift, efforts will be made to place such employee in the below listed order:

1. He will displace the least senior employee in the same job classification.
2. If an employee cannot be retained in the same job classification and has sufficient seniority, he will be assigned

to a classification previously held. In being so assigned, he will displace the employee in that classification with the least seniority.

3. If he cannot be placed under 1, and 2 above, he shall be laid off. While on layoff an officer shall continue to accumulate seniority for six (6) months.

Section 4:

When vacancies occur within their job classification, laid off employees shall be recalled in order of seniority. Notice of such recall shall be mailed to the last known address of the laid off employee by certified mail. The employee so notified has two (2) weeks to respond, or his employment status shall be terminated.

The employee's right to recall shall be for a period of two (2) years from the date of his layoff.

Section 5:

For the purpose of this Article, there shall be two (2) job classifications:

1. Deputy Sheriff; and
2. Sergeant.

ARTICLE 13

EMPLOYEE SECURITY

Section 1 - Just Cause Standard:

No officer covered by this Agreement shall be suspended, relieved from duty or disciplined in any matter without just cause. The Employer agrees to discipline progressively and correctively based on the severity of the offense.

Section 2 - File Inspection:

The Employer's Personnel Files and disciplinary history files relating to any officer shall be open and available for inspection by the affected officer. Inspection of these files shall be during regular business hours, shall not interrupt the normal office duties, and an Administrative Officer shall be present. The officer shall have the right to authorize an F.O.P. representative, on his behalf, to review personnel files and time records if said permission is in written form and the employer received a copy of such written authorization. One (1) working day's notice will be required.

The Employer agrees to abide by the provisions of the Employee Access to Personnel Records Act, 820 ILCS 40/1 et seq.

Section 3 - Limitations of Use of File Material:

It is agreed that any material and /or matter not available for inspection, such as provided above, shall not be used in any manner or forum adverse to the officer's interests.

The employee shall have the right to provide a written

response to any item in the file.

Section 4 - Use and Destruction of File Material:

Disciplinary investigation files shall be destroyed by the Employer according to the following schedule:

Complaint case files shall be destroyed in accordance with the following schedule, unless the investigation relates to a matter which has been subject to either civil or criminal litigation. In the event of either civil or criminal litigation, the following schedule shall apply upon the conclusion of said litigation from the date of occurrence.

1. Letter of Commendation - Permanent
2. Letter of Caution - one (1) year without misconduct.
3. Written Reprimand - one (1) year without misconduct.
4. Letter of Suspension (3 days or less) - two (2) years without misconduct.
5. Letter of Suspension (4-10 days) - four (4) years without misconduct.
6. Letter of Suspension (10 days or more) - five (5) years without misconduct.
7. All written forms of discipline^a - not set forth above - One (1) year without misconduct.

Any information of the adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the officer in any further proceedings.

ARTICLE 14

INDEMNIFICATION

Section 1 - Employer Responsibility:

The Employer shall adhere to the applicable provisions and conditions set forth in 65 ILCS 5/1-4-6. The maximum amount of liability shall be the amount set forth in 65 ILCS 5/1-4-6 or the McLean County Liability insurance limit of \$1 million, whichever is greater.

Section 2 - Legal Representation:

Officers shall have legal representation provided by the Employer and selected by the Employer in any civil cause of action brought against an officer, brought by a civilian resulting from or arising out of the performance of duties, pursuant to law.

Section 3 - Cooperation:

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 4 - Applicability:

The Employer will provide the protections set forth above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 3 directly above, with the Employer in defense of the action(s) or claim(s).

ARTICLE 15

SENIORITY

Section 1 - Definition of Seniority:

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last entrance to the Merit System unless on an authorized leave of absence.

Section 2 - Seniority List:

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and it shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listings shall be resolved through the grievance procedure.

An employee shall be terminated by the Employer and his seniority broken when he:

1. Quits; or
2. Is discharged for just cause; or
3. The employee is laid off for more than two (2) years;
and/or
4. Off-the-job injury or illness for a period of two (2) years or more after the employee has exhausted all paid leave. The Sheriff or his designee may at his sole discretion extend the two (2) year period.

Employees will not continue to accrue seniority credit for any time spent on authorized unpaid leave of absence.

Section 3 - Notice to Lodge:

The Employer shall provide the Secretary of the Lodge with a true and updated copy of the Seniority List. Prompt notice within ten (10) working days shall be given the Lodge of any changes or modifications made to the list.

ARTICLE 16

F.O.P. REPRESENTATIVES

For the purpose of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 1 - Attendance at Lodge Meetings:

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials of the Lodge shall be permitted reasonable time off, to attend general, board or special meetings of the Lodge, provided that at least two (2) working days notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer. Said attendance will be on an unpaid basis.

Section 2 - Grievance Processing:

Reasonable time while on duty shall be permitted Lodge representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay. Such time to be recorded using the activity system.

Section 3 - F.O.P. Conference:

Employee(s) who are chosen as delegate(s) to an F.O.P. National or State Conference will, upon written application approved by the Lodge and submitted to the Sheriff with at least fourteen (14) working days notice, be given a leave of absence for

the period of time required to attend such Convention or Conference, subject to work schedule as deemed necessary by the Sheriff. Said attendance will be on an unpaid basis.

Section 4 - Lodge Negotiating Team:

Members designated as being on the Lodge negotiation team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties with pay. (If a designated Lodge negotiating team member is in regular day off status on the day of negotiations, he will not be compensated for attending the session.)

In the event of an emergency call back of personnel, the Sheriff reserves the right to withhold or cancel any above-mentioned time off.

ARTICLE 17

DISABLING DEFECTS

Section 1 - Disabling Defects:

No employee shall be required to use any equipment that has been designated by both the Lodge and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said vehicle.

ARTICLE 18

BULLETIN BOARDS

The Employer shall provide the Lodge with a bulletin board or, where none is available, designated space on an available bulletin board, upon which the Lodge may post its notices. Only official Lodge notices shall be placed on the bulletin boards.

ARTICLE 19

TRAINING

Section 1 - General Policy:

The McLean County Sheriff's Department is committed to the principle of training for all employees. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of county services within the Sheriff's Department. Training shall be scheduled by the Sheriff or his designee. Employees who attend training sessions which result in a workweek in excess of forty (40) hours shall receive one and one-half (1-1/2) hours compensatory time off or pay, at the officer's option, for each hour over forty (40) hours required to be worked because of such required training.

Mandatory training conducted within the County limits shall be compensated for actual class time only. However, all mandatory training conducted outside the County limits shall be compensated for travel time in addition to actual class time. Basic mandatory training (Police Training Institute) as required by State law shall be excluded from this provision.

The Employer agrees to pay one and one-half (1 1/2) times for one-half (1/2) hour of travel time for Firearms Training. During firearms qualifications and/or training, officers shall be compensated at the rate of overtime in accordance with Article 36, Section 2 - Overtime Payment.

In the event the firearms training site is moved from the current location of Heidleberg or Armory, the parties agree to

conduct a Labor Management Conference to discuss the impact and attempt to reach an agreement as to any changes in travel time. Absent an agreement, the parties agree to maintain one-half (1/2) hour of travel time in accordance with Article 36, Section 2 - Overtime Payment.

None of the above provisions shall result in a reduction of the normal hours in a workday for purposes of pay. This Section applies only to off-duty training of officers.

Section 2 - Access:

The Sheriff shall generally encourage equal access to training opportunities to the extent that operational requirements of the Department permit. The Lodge shall be given an opportunity, upon request, to offer suggestions to the Sheriff on ways to improve access to training opportunities.

Section 3 - Posting:

Upon receipt of a notice of an acceptable school training program, it will be posted in the Sheriff's Department, giving the officers an opportunity to volunteer. Selection will be made taking into consideration those factors deemed appropriate by the Sheriff, acting in the best interests of the Department.

ARTICLE 20

TUITION REFUND

An employee requested course of study may qualify for tuition and other expense reimbursement from the County provided that funds are available for that purpose. The course must be determined by the Sheriff to be job related, be reasonably approved in advance by him, and be offered by an accredited educational institution. Upon submission of paid bills and evidence of the grade, reimbursement will be made for tuition, books, and laboratory fees according to the following schedule and procedure:

<u>GRADE</u>	<u>REIMBURSEMENT</u>
A	100%
B	75%
C	50%
D	NONE

An employee may take up to two (2) courses per semester. The maximum tuition amount of reimbursement will be the tuition amount prevailing at a public educational institution in Illinois.

The minimum funding for tuition refund for each year of this Agreement shall be \$2,000. If, during the calendar year, applications for reimbursements exceed the budgeted amount, reimbursement will be pro-rated by the dollar amounts of legitimate requests by the applicants. Distribution of tuition refunds shall occur at the end of each year to those qualified who are covered by this Agreement.

ARTICLE 21

LEAVES OF ABSENCE

BEREAVEMENT LEAVE

SECTION 1 - DEATH IN THE FAMILY:

The Employer agrees to provide officers leave without loss of pay, as a result of death in the family, not to exceed three (3) consecutive days, excluding regularly scheduled days off, immediately following the death of a member of the immediate family.

In special circumstances at the direction of the Sheriff, two (2) additional days may be allowed.

Section 2 - Definition of Family:

A member of the immediate family shall be defined to be an officer's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

Section 3 - Short Term Military Leave:

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights.

Employees who are called up for two (2) weeks active duty training may take a leave of absence without pay or take the option of using

their earned vacation time/compensation time.

Section 4 - Education Leave:

Employees covered by the terms of this Agreement may be granted, upon written request, a leave of absence, without pay, not to exceed a period of one (1) year, after authorization from the Sheriff.

Section 5 - Injury Leave:

An officer who sustains injuries arising out of or in the course of his employment shall be covered by the provisions of 5 ILCS 345/1. No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department, with a signed physician's recommendation, at the discretion of the Sheriff.

Section 6 - Sick Leave:

The current departmental policy on sick leave shall continue during the term of this Agreement. The Employer agrees to bank for the employee any sick leave hours in excess of seven hundred and twenty (720) for purposes of IMRF credit.

ARTICLE 22

DISABILITY INCOME

Any Merit Officer covered by this Agreement who is absent from work on account of injury or illness incurred while acting in the line of duty for any period not exceeding (12) months shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by a designated departmental physician. Such certification shall not be unreasonably withheld.

This Article shall be covered by the provisions of 5 ILCS 345/1.

ARTICLE 23

MERIT COMMISSION

The Employer shall advise the Lodge in writing of all public meetings of the McLean County Merit Commission and a Lodge Representative may attend the above meetings. The parties agree to adhere to the provisions of 55 ILCS 5/3-8001 et seq.

ARTICLE 24

HOLIDAYS

Section 1 - Designated Holidays:

The Employer agrees that the following days be considered holidays and these holidays shall be recognized on the dates indicated:

New Year's Day (January 1)	Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)	Memorial Day (May 30)
Independence Day (July 4)	Labor Day (1st Monday in September)
Veteran's Day (November 11)	Thanksgiving Day (4th Thursday in November)
Friday after Thanksgiving Day (Day after Thanksgiving Day)	Christmas Day (December 25)

If the Employer adopts a holiday schedule for other employees which exceeds ten holidays, the additional holiday(s) shall apply to this bargaining unit. The additional holiday(s) shall be the same as added for other employees unless otherwise mutually agreed between the Employer and the Union. If the Employer adopts different days as holidays, the Union may elect to change their holidays (above) to those days adopted for other employees, having provided the Employer with adequate written notice of this election.

Section 2 - Compensation for Holidays:

Compensation for the holidays listed above is granted as

follows:

1. Employees who are required to work a regular tour of duty (8 hours) on a holiday will be credited with eight (8) hours of compensatory time or eight (8) hours of additional pay at the overtime rate.

2. Employees whose regular day off coincides with an established holiday will be paid for eight (8) hours of straight time pay or eight (8) hours of compensatory time, whichever the employee chooses.

3. Employees whose regular day off coincides with an established holiday and who are required to work a regular tour of duty (8 hours) on that holiday, will be credited with eight (8) regular hours plus the established overtime rate of pay or compensatory time.

4. All hours in excess of a regular tour of duty on a holiday will be compensated in accordance with the provisions of Article 36 - Hours and Overtime.

5. Detectives, court officers and process servers may elect to take the holiday off with straight time pay or they may elect to work and be paid holiday pay plus one and one half (1 1/2) times the regular rate for all hours worked. This right to elect shall apply to all holidays which fall on the individual officer's scheduled days of work.

ARTICLE 25

MAINTENANCE ALLOWANCE

A monthly contingent expense of \$40.00 per month will be provided to Merit Officers covered by this Agreement.

ARTICLE 26

VACATIONS

Section 1 - Vacation Accrual:

All officers are entitled to vacation time off with pay which shall accrue hourly according to the following schedule:

<u>Years of Service</u>	<u>Projected Annual Days</u>
First through Sixth Year	10 Days - .03847/hr.
Seventh through Fifteenth Year	15 Days - .05769/hr.
Sixteenth Year	16 Days - .06153/hr.
Seventeenth Year	17 Days - .06538/hr.
Eighteenth Year	18 Days - .06923/hr.
Nineteenth Year	19 Days - .07307/hr.
Twentieth Year	20 Days - .07692/hr.
Twenty-First Year	21 Days - .08076/hr.
Twenty-Second Year	22 Days - .08461/hr.

Section 2 - Eligibility for Use:

1. Employees who have completed their probationary period who are hired after October 30, 1989, may schedule a vacation, but may not schedule any more vacation than has accrued to the employee at the time they take it. Accumulation may not exceed one and one-half (1 1/2) times their annual accrual. Probationary employees shall participate in the bid process prior to having actually completed probation. However, no vacation will be utilized until completion of probation.

2. Employees hired before October 30, 1989, may schedule vacation in accordance with Section 26.4 herein in advance of

accrual provided they do not end the year with a negative balance. Eligible vacation days for bidding shall be determined on the first day of the year in accordance with the employee's projected annual accrual.

Section 3 - Liability for Use of Advanced Vacation Leave:

Those officers who terminate their employment with McLean County, or who end the calendar year with a negative vacation balance, shall reimburse the Employer on their next regular paycheck the amount of negative hours at their regular rate of pay in effect on their last day of employment or last day of the calendar year, whichever may apply.

Section 4 - Vacation Bidding:

Bid selection of vacation shall be in seniority order by rank, shift or work assignment (i.e. Court Security, Detective, and Process Server). The most senior officer shall select all vacation times desired of no less than one week's duration. After all officers have so bid, the most senior officers shall then select all vacation time desired of no less than one (1) day's duration. No vacation time selection shall be unreasonably denied. No vacation may be bid by any employee for firearm qualification week. County Fair week will be bid according to this Agreement, unless it becomes the primary responsibility of the McLean County Sheriff's Department, in which case it shall be unavailable for bidding. Vacation time which has been advanced to an officer may not be used for any other purpose.

Bidding selections shall begin on November 15th of each year. Bid schedules will be posted when selection is completed or by January 1st, whichever comes first. Bid weeks of vacation time will start and end with the officer's regularly scheduled days off. Vacation schedules may be adjusted for emergency situations.

During the year an officer may request to utilize vacation days in one (1) day increments with the approval of the Sheriff or his designee. This practice shall be in accordance with the meeting of minimum staffing levels as set forth by the Sheriff or his designee.

Vacation time may be used in conjunction with illness or disability. Vacation time which has not been accrued by an officer may not be used for any other purposes other than as set forth above.

Section 5 - Vacation Carry:

All officers may carry a maximum of one and one-half (1 1/2) times their annual accrual unless they have attempted to use their excessive hours and through no fault of their own been denied such attempts.

ARTICLE 27

INSURANCE

Section 1 - Health Insurance Plan:

The Employer will make every effort to maintain the present Health Insurance Plan coverage at the present contribution rate. Prior to the implementation of any change in the rates or in the coverage, the Employer will meet and confer with the Lodge, provide documentation in support of the change, and consider alternative suggestions offered by the Lodge. With any rate change, the present proportion of contribution will be maintained. The Lodge shall have the right to impact bargaining over the effects of any change in benefits. Impasses in such bargaining shall be resolved in accordance with 5 ILCS 315/14, as amended. Retired employees shall be allowed to purchase this same health insurance for the same cost, and on the same terms and conditions as active employees, and at the active group rate, as provided by 215 ILCS 5/367h. Any improved or additional Health Insurance Plan benefits adopted by the Employer will be given to employees covered by this Agreement.

Section 2 - Life Insurance:

The Employer will provide a \$10,000.00 group life insurance policy for each full-time officer.

Section 3 - Liability Insurance:

The Employer presently has and will continue to maintain for the term of this contract both personal and vehicle liability insurance policies for the protection of the officers.

ARTICLE 28

EXTRA-DUTY EMPLOYMENT

The Employer authorizes the Merit Officers to use uniforms, leather, and sidearms while working any extra-duty employment that is authorized in advance by the Sheriff. Said authorization does not include the use of a County provided vehicle unless authorized by the Sheriff.

ARTICLE 29

GENERAL PROVISIONS

Section 1 - Lodge Representatives:

Authorized representatives of the National or State Lodge shall be permitted to visit the Department during working hours to talk with officers of the local Lodge and/or representatives of the Employer concerning pending grievances covered by this Agreement.

The Lodge or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent. One (1) working day's notice will be required to obtain said records.

Section 2 - Personal Property Damage:

The Employer agrees to repair or replace as necessary an officer's personal property/possessions, if such are damaged or broken during the course of the employee's duties, limited to equipment authorized by the Sheriff. Such incidents must be documented with the officer's immediate supervisor.

Section 3 - Disease Exposure:

The Employer agrees to pay all expenses for inoculation or immunization shots for employees and members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty, with a signed

physician's recommendation.

Section 4 - Burial Expenses:

The Employer agrees to defray all reasonable and customary funeral burial expenses of any officer of the McLean County Sheriff's Office killed in the line of duty.

Section 5 - County Policies:

Travel and per diem will be treated in accordance with General County Policies.

Section 6 - Residency:

Employees covered by the terms of this Agreement may reside within one (1) hour travel time from the McLean County Sheriff's Department.

Any employee who resides outside the County of McLean shall only receive compensation for travel under the terms of this Agreement from the time the employee enters McLean County at the point nearest their residence.

ARTICLE 30

SHIFT BIDDING

Section 1:

Employees will be able to bid the shift that they will be working according to their seniority in rank based on their date of entry into the merit system. This would remain unchanged for a period of one (1) year when bidding would be repeated. Bidding would take place around the end of each year and new shift would begin around the beginning of each year. Bidding would be done within divisions that a particular employee would be part of.

Section 2:

Employees would be able to change the shift they have bid if the employee has obtained the consent of another employee who would like to switch shifts and if the supervisor and division commander of the shifts involved also consent to the change.

Section 3:

Based upon seniority, employees on the same shift where a vacancy occurs may re-bid for days off on that shift. Vacancy is defined as a known vacancy that is expected to exist for thirty (30) calendar days or more. It is further agreed that any re-bidding as a result of a vacancy must not impact bid vacations detrimentally toward employee(s). Re-bidding will only be permitted if it is on the same shift.

ARTICLE 31

DEPUTY BONDS

The Employer will pay the yearly deputy bond that is required by law.

ARTICLE 32

DESK PAY FOR DEPUTIES

Deputy rank employees who are required to act in the stead of Sergeants for a full shift will receive one (1) hour of extra pay at the overtime rate. Detectives who may be asked to act in the stead of the Detective Commander will receive one (1) hour of extra pay at the overtime rate for each eight (8) hours of such duty.

ARTICLE 33

CLOTHING ALLOWANCE FOR PLAIN CLOTHES OFFICERS

Employees who are plain clothes officers will be given a clothing allowance for the purchase of clothing to be worn during their work at a rate of \$150.00 each six (6) months of the calendar year. Plain clothes officers would also receive leather gear for their duty weapons from the Employer and maintain equipment assigned them.

ARTICLE 34

EQUIPMENT

The Employer will provide unit officers with uniform clothing including long-sleeved shirts, short-sleeved shirts, pants, protective vests, leather gear, badges, name tags, jackets, head gear, ties, and footwear. Personal clothing and items of the employee that are damaged in the line of duty will be repaired or replaced by the Employer. All unit employees will be required to wear the full uniform and keep it dry cleaned as is appropriate. The uniform of the day will be determined by the division commander.

ARTICLE 35

PERSONAL DAYS

Employees will be provided with two (2) personal days per year to be used at the discretion of the deputies. Personal days will be used under circumstances that require the attention of the employee and as much advance notice to the Employer of the need to take a personal day will be given as possible. Management reserves the right to deny requests based upon public safety or staffing requirements.

ARTICLE 36

HOURS AND OVERTIME

Section 1 - Workday and Workweek:

1. The normal hours of work in effect at the time of execution of this Agreement, which are subject to change, are set out below:

Patrol Division (excluding Court assignments)

7:00 A.M. to 3:00 P.M.
3:00 P.M. to 11:00 P.M.
11:00 P.M. to 7:00 A.M.

Detectives and Process Servers
8:30 A.M. to 4:30 P.M.

At the Sheriff's discretion and bid once per year with the other shifts, the Sheriff may create lap shift(s) that will either be:

6:00 P.M. to 2:00 A.M. Tuesday through Saturday

and/or

5:00 P.M. to 3:00 A.M. Wednesday through Saturday

This shift(s), if created, will be a shift in and of itself in that vacation bidding and comp day/personal day requests will not be contingent upon the staffing of any other shifts, i.e.: 7-3; 3-11; 11-7. Prior to the implementation of the lap shift, the parties agree to meet in a Labor/Management conference.

Shifts may be changed in emergency situations with reasonable notice. Shifts may also be changed if economic conditions require the Sheriff to realign his coverage or restructure the shifts. During the thirty (30) days prior to shift change the parties shall bargain over the effects of the change. Any changes made by the Sheriff, except in emergency situations, shall be subject to impact bargaining under Section 14 of The Illinois Public Labor Relations Act. No changes shall occur until which time an agreement is reached between the parties on economic conditions or a resolution under 5 ILCS 315/14.

If these hours are changed, shifts and vacations, if necessary, will be re-bid.

2. Court Assignment starting time will be between 7:30 A.M. and 9:30 A.M. inclusive.

3. All time in excess of the hours worked in the normal workday and the normal workweek (Sunday through Saturday) shall be compensated.

Each employee shall be allowed a thirty (30) minute meal period per tour of duty. This meal period shall be considered out of service time during which the employee will be subject only to priority calls. Employees will be allowed to take periodic coffee breaks as long as they are not out of service and properly perform their assignments.

The workday for employees covered by this Agreement shall be eight (8) hours and the workweek shall be five (5)

consecutive days of duty followed by two (2) days off, unless otherwise mutually agreed by the Employer and the Lodge.

4. A. Employees may be assigned to an irregular shift for training or for transport duty. Regularly scheduled days off shall not be modified unless agreed to by the affected officer. For purposes of this Section only, the 11:00 P.M. shift is deemed to be the same day, unless mutually agreed upon by the affected parties.

B. Employees may be temporarily changed from one shift to another in the event of extended absences excluding vacations (30 days for one absent employee; 15 days if two or more absent employees). In such event, the Employer will seek volunteers. Absent sufficient volunteers, such shift changes will be made in inverse order of seniority on a rotating basis and shall not exceed fourteen (14) calendar days (excluding unqualified probationary employees). An employee will not be required to so change more than once a year.

C. Employees' starting/quitting times may be adjusted on a given workday to meet bonafide operational requirements, provided:

(a) If time permits posting, the Employer will first seek volunteers;

(b) Twenty-four (24) hours advance written notice is given to the employee if the adjustment is not voluntary;

(c) The adjustments shall not exceed two (2) hours

from employee's normal shift starting/quitting times;

(d) No employee will be adjusted under this Article more than ten (10) times per contract year; and

(e) If twenty-four (24) hours advance notice can not be given, employees' starting/quitting times will not be adjusted and the employees will be paid at the overtime rate for all hours in excess of eight (8).

5. Detectives are scheduled according to the following understanding:

A. Detectives will all work the hours of 8:30 A.M. to 4:30 P.M. with Saturdays and Sundays assigned to all Detectives as regular days off.

B. On-call Detectives will be assigned a fully equipped squad car during the hours of on-call.

C. Those Detectives not on call and not having an assigned squad car will not be required to carry pagers during off-duty hours.

D. In the event of an extended investigative or emergency situation, Detective Division shifts may be temporarily altered as management sees fit. Existing overtime policy will still apply.

E. Any Detective on-call shall receive two (2) hours of guaranteed compensation at straight time rate of pay per period of on-call, for each day of on-call, i.e. Friday, Saturday and Sunday would result in six (6) hours of on-call pay and any Detective who

is on-call within any twenty-four (24) hour period shall receive guaranteed compensation of two (2) hours straight time rate of pay during the on-call period. This compensation will be paid in addition to any overtime hours paid.

F. The Detective Commander will make available to the Detectives, the case assignment book.

G. Due to the nature of investigative work in law enforcement, management and labor understand and agree that, from time to time, it may be necessary to adjust the working hours of the Detective Division.

Should the need arise, the Division Commander and/or Sheriff may mutually agree with the Detective(s) assigned to the Bureau as to the hours to be worked and the length of time that shift changes are necessary. Flex time may also be considered and utilized if mutually agreed to by the above parties.

Section 2 - Overtime Payment:

All approved overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1 1/2) times their actual hourly rate of pay for work performed in excess of that employee's normal work hours in a given workday. Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects. Compensatory time will be calculated at the same rate as overtime pay. Overtime rate shall be computed on the basis of complete fifteen

(15) minutes segments.

In the event of an emergency being declared by the Sheriff, as many of the employees shall be continued on duty for such number of hours as may be necessary.

Section 3 - Preparation Time:

Any Watch Commander, required by the Sheriff to prepare assignments/briefing, shall be paid at the overtime rate for completed 15 minute segments.

Section 4 - Callback:

A callback is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regular scheduled workday shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate.

Section 5 - Hireback:

Employees on hireback and required to report to a location other than post shall be compensated for any travel time greater than that from their residence to post. (This does not apply to Training - Article 19.)

Section 6 - On-call:

On-call status shall be defined as when an employee has been designated to be available to be called in to work during a specifically designated period of time. On-call status will be

compensated for a rate of two (2) hours of straight time pay for each eight (8) hours of on-call. If the employee is called out during an eight (8) hour period of being on-call, then the Employer will compensate the employee only for the time the employee has been on-duty during that eight (8) hour period at the overtime rate.

Section 7 - Standby:

If the Employer designates an employee to be on standby under the condition that the employee remain accessible by telephone contact, then the employee shall be paid for such standby at the straight time rate of pay.

Section 8 - Court Obligation:

In recognition of an officer's obligation, created by court cases, to contact the State's Attorney's office or other officers of the court to determine the actual date/time they are needed in court, (other than the dates/times on a Subpoena/Notice to Appear), all officers shall be provided with the following hours added to their personal time balance annually within four (4) weeks of the annual shift change over and prorated for newly hired officers as follows:

Detectives, Process Servers,	
Court Security Officers, and DARE Officer	4 hours
1st Shift Officers	8 hours
2nd Shift Officers	20 hours
3rd and Lap Shift Officers	24 hours

This time shall be added to their personal days, as provided in Article 35.

Any such officer who shows up for a court appearance without first determining the date/time that he is needed shall not be compensated for court time as provided in Section 9 below, except for that time which is actually required by court.

Section 9 - Court Time:

Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours, shall be compensated at the overtime rate with a minimum of two (2) hours.

Section 10 - Compensatory Time:

No McLean County Sheriff's Department Officer covered by this Agreement shall be allowed to accumulate over sixty four (64) hours of compensatory time without written permission of the Sheriff. Any compensatory time earned shall be paid at the rate of time and one-half (1 1/2) for each hour earned except upon written request of the employee and the permission of the Sheriff. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved officer and his supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. Compensatory time off shall be granted in blocks of the employee's normal tour of duty agreed upon between the employee and the supervisor.

1. Comp time requests shall be made to the employee's

immediate supervisor no more than thirty days prior to said request day desired to be taken off of work.

2. The employee's supervisor must respond to said request within three (3) days of receipt.

3. No supervisor shall grant a comp day if, at time of approval, said comp day would place the affected shift below minimum staffing levels.

4. Once a comp day has been approved, said comp day shall not be canceled except during matters of civil unrest, disasters, emergencies, major criminal cases or extended sick or injury leave (on duty or off duty injuries) and vacancies all of which (sickness, injury, vacancies) are more than three (3) days.

5. If a shift falls below minimum staffing due to common illness, unforeseen absences, etc. that are not outlined in No. 4, the comp day shall not be canceled and the voluntary or involuntary overtime procedure shall be utilized.

Section 11 - Shift Voluntary Sign Up Procedure:

Officers covered by this Agreement who wish to be considered for voluntary overtime may sign a "Shift Voluntary Overtime Sign Up List". A list for each duty shift shall be established, posted and kept current by the Sheriff or his designee. Any officer shall be authorized and allowed to sign up for voluntary overtime.

An officer may sign the list for the officer's respective duty shift only. Members of the overlap shift may be on the lists of both overlapped shifts. Officers on the lists of their respective

shifts will be listed in order of seniority according to their date of entry into the merit system.

Voluntary overtime is overtime which, due to short notice, requires the on-duty shift commander to obtain additional manpower from a pool of officers who are off duty and who have signed the voluntary overtime roster, which will be posted annually with the shift bid sheets.

In most cases, the voluntary overtime procedure will be used because a given shift is below the minimum staffing level due to employees calling in sick, last minute transports such as mental health or out-of-county warrant details, or those unscheduled incidents that cannot be planned for, but must be covered.

This procedure does not cover any details where advance notice is given and where there is enough time to post the detail.

The voluntary overtime list shall be maintained by departmental seniority and shall consist of all sworn officers who have signed up to be considered for any such details that arise. All personnel should be aware that the term "Voluntary Overtime List" is a misnomer, as the shift commander must be able to obtain officer(s) to work the assignment should the senior members contact pursuant to this rotating order by departmental seniority, turn the work down, the junior member(s) shall be contacted in reverse order of seniority, as outlined later in this order. Under these circumstances, the mere fact that the officer has signed up to be on the call list for voluntary overtime allows the

supervisor to call and order to work, if necessary, the least senior member contacted.

During an emergency, nothing in this order prohibits the shift commander from bypassing the voluntary overtime list and order to work any and all personnel needed to meet the emergency requirement.

Emergency situations may be (but not limited to): major disasters, such as large fires, tornado and other severe weather, plane crash, hostage or barricaded persons, riots, etc.

For extended emergency situations, where advance planning for relief of officers can be done, the voluntary overtime list would again be used, if possible, depending on the size of the manpower pool needed and estimated duration of the emergency.

During an emergency, all personnel may be contacted to work regardless of whether or not they are on the voluntary overtime list.

When additional personnel are needed for a voluntary overtime detail, the patrol shift commander shall be responsible for the call-in of the needed personnel under the following procedure:

A log book shall be maintained at the shift commander's desk with the names of all sworn officers who signed the voluntary overtime list. The list shall be maintained in order of departmental seniority.

The on-duty shift commander shall start with calling the

most senior person on the list and shall continue through the list by seniority until finding someone to work. All telephone attempts and contacts shall be recorded in the log book.

Shift commanders are directed to call only one telephone number per officer for voluntary overtime. This shall be the one telephone number listed as the officer's home.

Telephone recorders must be counted as no answer, but a message should be left as a courtesy that the call was made.

Personnel who are contacted and volunteer for the overtime or those who may have to be ordered to work must report for duty within one (1) hour of the time notified. Officers from the off-going shift may be held over to fill the manpower needed until the officer(s) on the voluntary overtime list can be contacted and get to work. Again, this is to be done by seniority on the off-going shift.

The next supervisor who needs personnel from the voluntary overtime list shall begin with the officer listed below the last officer contacted previously, and shall continue down the list before starting again at the top of the list. The system shall continue to rotate in the same manner each time the list is used.

Unless the department is operating under emergency conditions, all officers must have no less than twenty-four (24) continuous hours off duty in any seven (7) day period and shall work no more than sixteen (16) continuous hours.

The remedy for the employer's inadvertent failure to call in

the appropriate officer shall be to offer the officer skipped the next such overtime opportunity.

Section 12 - Exclusion:

All voluntary hire back programs (such as the D.U.I. Program) are totally excluded from all provisions of this Article.

Section 13 - Special Work Assignments:

Special work assignments shall be administered in accordance with past departmental practice and the following:

1. If the special work assignment is reimbursed by the requesting agency, it shall be first offered to bargaining unit employees to sign up on a voluntary basis. If insufficient employees volunteer, the Employer may offer the assignment to reserve officers or require sworn officers to perform the assignment at the overtime rate.

2. If the special work assignment is not reimbursed by the requesting agency and not assigned to on-duty employees, the Employer may offer the assignment to reserve officers, offer the assignment to employees on a voluntary basis to sign up (if time permits a posting) or assign employees to perform the assignment. If employees volunteer or are required to perform the assignment, it shall be at the overtime rate.

3. There shall be no expansion of the types of duties or assignments of reserve officers during the life of this agreement that are not in accordance with 55 ILCS 5/3 6012-6013.

4. Disputes concerning the meaning, interpretation or

application of this section shall be resolved in the grievance procedure.

ARTICLE 37

WAGES

Section 1 - Wage Rates for All Officers:

The wage rates for all officers for the duration of this Agreement are included in Appendix "C". The rate for each officer shall be determined by his position classification and seniority, as detailed in Article 15. Longevity increases shall be effective on the first day of the biweekly pay period during which the officer's anniversary date as a Deputy Sheriff occurs.

Section 2 - Relationships Among the Wage Rates:

For purposes of this Agreement, the agreed percentage change for the next year is applied to the first rate for the Deputy Sheriff classification. The second rate under the Deputy Sheriff classification shall be 106% of the first rate under that same classification. The third rate is 102% of the second rate; the fourth rate and all succeeding rates are increased by the incremental difference between the second and third rates.

Rates for Investigator and Lead Process Server are 105% of the Deputy rates. Rates for the Sergeant are 112% of Deputy Sheriff rates.

January 1, 2001	2002 "	2003
3.50%	3.25%	3.00%

Section 3 - Field Training Officer:

While engaged in training of a new hire, officers shall

receive one half hour (1/2) of compensatory time for each workday of training.

Section 4 - One-time Payment:

Employees as of the date of approval of this contract shall receive a one-time payment of \$500 in a separate check on December 14, 2001.

ARTICLE 38

SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 39

DURATION AND REOPENER

Section 1 - Term of Agreement:

This Agreement shall be effective from January 1, 2001 and shall remain in full force and effect until December 31, 2003. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party or the other party not more than one hundred and twenty (120) days, nor less than ninety (90) days, prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the actual date of receipt.

Section 2 - Continuing Effect:

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 3 - Reopener

The parties agree that if either side decides to reopen negotiations making any changes in the agreement, the other party may so notify the other at least ninety (90) days, but not more than one hundred and twenty (120) days, prior to the expiration of this Agreement or the extension thereof. In the event such notice

to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable time as are agreeable to both parties for the purpose of negotiation. All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested. Any impasses at said negotiations shall be resolved by invoking the procedures of 5 ILCS 315/14.

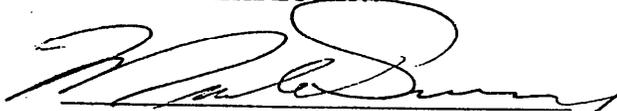
ARTICLE 40

COMPLETE AGREEMENT

The parties acknowledge that, during the negotiations which preceded this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 1st day of November, 2001.

FOR THE EMPLOYER:

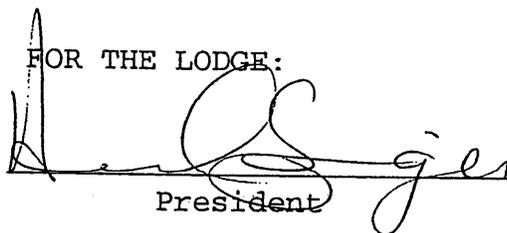

County Board Chairman


County Clerk



Sheriff

FOR THE LODGE:


President


Secretary



Field Representative
Illinois F.O.P. Labor Council

Appendix A
STEP THREE

Reasons for Advancing Grievance: _____

Given to: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

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APPENDIX B

ILLINOIS FRATERNAL ORDER OF POLICE

LABOR COUNCIL

974 CLOCKTOWER DRIVE

SPRINGFIELD, ILLINOIS 62704

I, _____, hereby authorize my Employer, McLean County, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
974 Clocktower Drive
Springfield, IL 62704

Telephone: (217) 698-9433

APPENDIX C #1
2001

For the 2001 year, defined for this purpose as December 31, 2000 through December 29, 2001, the following schedule represents a 3.5% increase to the base rate over 2000, which is the rate for an officer in his second year of service.

Year Of Service	Deputy		Investigator Lead Process Server		Sergeant	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	14.9478	31,091	15.6952	32,646	16.7415	34,822
2	15.8445	32,957	16.6367	34,604	17.7458	36,911
3	16.1614	33,616	16.9695	35,297	18.1008	37,650
4	16.4784	34,275	17.3024	35,989	18.4559	38,388
5	16.7954	34,934	17.6351	36,681	18.8108	39,126
6	17.1124	35,594	17.9680	37,373	19.1659	39,865
7	17.4293	36,253	18.3008	38,066	19.5208	40,603
8	17.7463	36,912	18.6336	38,758	19.8759	41,342
9	18.0632	37,572	18.9664	39,450	20.2308	42,080
10	18.3803	38,231	19.2993	40,142	20.5859	42,819
11	18.6972	38,890	19.6320	40,835	20.9408	43,557
12	19.0142	39,550	19.9649	41,527	21.2959	44,295
13	19.3311	40,209	20.2977	42,219	21.6508	45,034
14	19.6481	40,868	20.6305	42,912	22.0059	45,772
15	19.9650	41,527	20.9633	43,604	22.3609	46,511
16	20.2821	42,187	21.2962	44,296	22.7159	47,249
17	20.5990	42,846	21.6289	44,988	23.0709	47,987
18	20.9160	43,505	21.9618	45,681	23.4259	48,726
19	21.2329	44,164	22.2946	46,373	23.7809	49,464
20	21.5499	44,824	22.6274	47,065	24.1359	50,203
21	21.8669	45,483	22.9602	47,757	24.4909	50,941
22	21.8669	45,483	22.9602	47,757	24.4909	50,941

APPENDIX C #2

2002

For the 2002 year, defined for this purpose as December 30, 2001 through December 28, 2002, the following schedule represents a 3.25% increase to the base rate over 2001, which is the rate for an officer in his second year of service.

Year Of Service	Deputy		Investigator Lead Process Server		Sergeant	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	15.4336	32,102	16.2053	33,707	17.2856	35,954
2	16.3594	34,028	17.1774	35,729	18.3226	38,111
3	16.6867	34,708	17.5210	36,444	18.6891	38,873
4	17.0140	35,389	17.8647	37,159	19.0557	39,636
5	17.3412	36,070	18.2083	37,873	19.4222	40,398
6	17.6685	36,751	18.5520	38,588	19.7888	41,161
7	17.9957	37,431	18.8955	39,303	20.1552	41,923
8	18.3231	38,112	19.2392	40,018	20.5218	42,685
9	18.6503	38,793	19.5828	40,732	20.8883	43,448
10	18.9776	39,473	19.9265	41,447	21.2549	44,210
11	19.3048	40,154	20.2701	42,162	21.6214	44,973
12	19.6322	40,835	20.6138	42,877	21.9880	45,735
13	19.9594	41,515	20.9573	43,591	22.3545	46,497
14	20.2867	42,196	21.3010	44,306	22.7211	47,260
15	20.6139	42,877	21.6446	45,021	23.0876	48,022
16	20.9412	43,558	21.9883	45,736	23.4542	48,785
17	21.2685	44,238	22.3319	46,450	23.8207	49,547
18	21.5958	44,919	22.6756	47,165	24.1873	50,310
19	21.9230	45,600	23.0191	47,880	24.5538	51,072
20	22.2503	46,281	23.3628	48,595	24.9204	51,834
21	22.5775	46,961	23.7064	49,309	25.2868	52,597
22	22.5775	46,961	23.7064	49,309	25.2868	52,597

APPENDIX C #3

2003

For the 2003 year, defined for this purpose as December 29, 2002 through December 27, 2003, the following schedule represents a 3% increase to the base rate over 2002, which is the rate for an officer in his second year of service.

Year Of Service	Deputy		Investigator Lead Process Server		Sergeant	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	15.8966	33,065	16.6914	34,718	17.8042	37,033
2	16.8502	35,048	17.6927	36,801	18.8723	39,254
3	17.1873	35,750	18.0466	37,537	19.2497	40,039
4	17.5244	36,451	18.4006	38,273	19.6273	40,825
5	17.8614	37,152	18.7545	39,009	20.0048	41,610
6	18.1986	37,853	19.1085	39,746	20.3824	42,395
7	18.5356	38,554	19.4624	40,482	20.7599	43,181
8	18.8728	39,255	19.8164	41,218	21.1375	43,966
9	19.2098	39,956	20.1703	41,954	21.5150	44,751
10	19.5469	40,658	20.5243	42,691	21.8926	45,537
11	19.8840	41,359	20.8782	43,427	22.2701	46,322
12	20.2211	42,060	21.2322	44,163	22.6477	47,107
13	20.5582	42,761	21.5861	44,899	23.0251	47,892
14	20.8953	43,462	21.9401	45,635	23.4027	48,678
15	21.2323	44,163	22.2939	46,371	23.7802	49,463
16	21.5695	44,865	22.6479	47,108	24.1578	50,248
17	21.9065	45,566	23.0018	47,844	24.5353	51,033
18	22.2436	46,267	23.3558	48,580	24.9129	51,819
19	22.5807	46,968	23.7097	49,316	25.2904	52,604
20	22.9178	47,669	24.0637	50,053	25.6680	53,389
21	23.2549	48,370	24.4176	50,789	26.0454	54,175
22	23.2549	48,370	24.4176	50,789	26.0454	54,175

Members Berglund/Rodman moved the County Board approve a Request for Approval of a Collective Bargaining Agreement between the Fraternal Order of Police, the McLean County Sheriff, and McLean County (January 1, 2001 through December 31, 2003). Clerk Milton shows the roll call vote as follows: Nuckolls-yes, Owens-yes, Pokorney-yes, Renner-yes, Rodman-yes, Salch-yes, Selzer-yes, Sommer-yes, Arnold-yes, Bass-yes, Berglund-yes, Bostic-yes, Emmett-yes, Gordon-yes, Hoselton-yes, Johnson-yes, Kinzinger-yes, and Sweeney-yes. Motion passed

Member Berglund stated the General Report is located on pages 206-227.

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

AGREEMENT

This agreement is entered into by and between the State of Illinois, through its Department of Transportation, hereinafter called the **STATE**, and McLean County, Illinois, hereinafter called the **COUNTY**.

WHEREAS, to facilitate the free flow of traffic and ensure safety to the motoring public, the **STATE** is desirous of reconstructing the interchange of Interstate 55 (FAI 55) and Business Loop I-55 (FAP 704/Veterans Parkway), located northeast of the town of Normal, Illinois and herein identified under State Section (57-3, 4)R, (57-4)HBK & 2VBY (see location map attached hereto as Exhibit No. 1).

WHEREAS, segments of roadway that are to be reconstructed with this project are as follows:

- Veterans Parkway and County Highway 31 (Pipeline Road) – The north-south termini of construction work is from the south at 300' north of Fort Jesse Road and extending northerly approximately 2.36 miles to a point approximately 1,465' north of Northtown Road. This segment includes the replacement of two overhead structures (#057-0030 and #057-0104) spanning the interstate and widening of Structure #057-0069 spanning the Union Pacific Railroad and Old Route 66).
- Interstate 55 – Reconstruction of the interstate totals approximately 1.65 miles, extending 0.77 mile west and 0.88 mile east of the proposed Veterans Parkway overhead.
- Northtown Road – An approximate total of 1,945' of Northtown Road will be reconstructed from 1,165 feet west to 780' east of the new centerline of County Highway 31 (Pipeline Road).
- Killians Entrance – An approximate 620' of service drive will be constructed as a result of the relocation of Killian's intersection with Pipeline Road.

WHEREAS, the **COUNTY** and town of Normal have expressed a desire to provide funding to extend the widening of County Highway 31 (FAU 6377/ Pipeline Road) from the north end of the **STATE**'s interchange reconstruction to north of Northtown Road, to be included as part of the **STATE**'s contract.

WHEREAS, representatives of the **STATE**, **COUNTY** and town of Normal have met to discuss the proposed scope of work and have determined which segments of roadway improvements each respective party is responsible for. The **COUNTY** will assume all engineering, construction and right of way costs for all improvements to County Highway 31/Pipeline Road from Station 17+266, (located approximately 360' south of the centerline of proposed widened Northtown Road), and extending northerly 0.35 mile (1,848') to a point approximately 0.27 mile (1,465') north of the centerline of Northtown Road. The **COUNTY** will further assume all engineering, construction, and right of way costs of roadway improvements to 0.37 mile of Northtown Road, from approximately 1,150' west to 780' east of the new centerline of Pipeline Road.

WHEREAS, the **COUNTY** and town of Normal have executed an intergovernmental agreement stating each party will assume 50 percent of the engineering and construction cost of improving that portion of County Highway 31 (Pipeline Road) and Northtown Road, identified as being the financial responsibility of the **COUNTY** and town of Normal.

WHEREAS, the **COUNTY** has expressed its willingness to be the lead agency in assuming all local share of costs and secure reimbursement from the town of Normal. Accordingly, the **STATE**'s billings of all local share cost will be submitted to and paid by the **COUNTY**. The **COUNTY** will be responsible for assuring reimbursement and responsibility commitments from the town of Normal.

WHEREAS, it is mutually agreed that the town of Normal is not a party of this agreement.

WHEREAS, the proposed project's scope of work and cost share is as follows:

- a. Business Loop I-55 (Veterans Parkway) from 300' North of Fort Jesse Road and Extending Northerly 0.76 mile to Structure #057-0069 (100 Percent State Cost) – Widen Veterans Parkway to a six lane curb and gutter urban pavement section. Three driving lanes will be provided for each direction of traffic provided. Each lane will measure 12.4' in width. A variable 2' to 20' wide median will separate traffic. Medians will vary consisting of concrete, sod, plantings and/or terra cotta stamped concrete. Pavement widening has previously been completed by permit at the intersection of Veterans Parkway and Shepard Road to serve a commercial development. An auxiliary left turn lane for southbound traffic and a right turn lane for northbound traffic of Veterans Parkway turning east onto Shepard Road presently serve the intersection.
- b. Superstructure Replacement of Structure #057-0069 Carrying Business Loop I-55 Over the Union Pacific Railroad and Old Route 66 (100 Percent State Cost) - The existing structure will be widened. The new superstructure will have a roadway width of 83', consisting of three driving lanes for each direction of traffic. Each lane will measure approximately 12' in width. Opposite flowing traffic will be separated by a 10 foot wide median.
- c. Replacement of the I-55/ Veterans Parkway (FAP 704) Interchange – From Structure #057-0069 Spanning Old Route 66 and Extending Northerly 1.2 Mile to Station 17+266 Located at the Relocated Killian's Entrance and 360' South of Northtown Road (100 Percent State Cost) - The existing two lane overhead structures spanning northbound and southbound Interstate 55 (#057-0030 and #057-0104 respectively) will be entirely removed and replaced. The new structures will carry northbound and southbound I-55 over County Highway 31, having a roadway width of 62', and will accommodate three 12' wide driving lanes for each direction of traffic, a 9.8' wide raised median and 9.8' wide shoulders. The proposed facility will be a fully access interchange providing both ingress and egress to and from north and southbound Interstate 55. A ramp enabling southbound Veterans Parkway traffic to exit onto Old Route 66 will also be provided.
- d. Traffic Signals at Exit Ramps (100 Percent State Cost) - The exit ramps serving both northbound and southbound traffic exiting off of Interstate 55 and onto Veterans Parkway/ Pipeline Road will be signalized.
- e. Roadway Lighting on the Interchange (100 Percent State Cost) - Roadway lighting will be provided at the Interstate 55 interchange with Veterans Parkway/Pipeline Road.
- f. County Highway 31 (Pipeline Road) and Northtown Road Intersection (100 Percent County Cost) - The COUNTY's cost for reconstruction of County Highway 31 (Pipeline Road) begins at Station 17+266 (360' south of Northtown Road) and extends northerly approximately 0.35 mile (1,848') to a point 0.27 mile (1,467') north of Northtown Road where pavement tapers to match the existing two lane roadway. Northtown Road will also be reconstructed from approximately 1,150 west to 780' east of Pipeline Road as part of the reconstruction of the Pipeline Road/Northtown Road intersection. Both highways are to be reconstructed into curb and gutter urban pavement sections. Proposed lane configurations are as follows:
 - West Leg of Northtown Road – Two through lanes for westbound traffic. One left turn, one through and one right turn lane for eastbound traffic.
 - East Leg of Northtown Road – One through lane for eastbound traffic, and one left turn lane and one through lane for westbound traffic.
 - South Leg of Pipeline Road – Two through lanes for southbound traffic, and two through lanes and one left turn lane for northbound traffic.
 - North Leg of Pipeline Road – Two through lanes for northbound traffic, and for southbound traffic, one left turn and two through lanes.

All the described lanes will be 11.8' in width. A variable 2' to 6' wide raised median will separate opposing traffic flow. Thermoplastic marked medians will serve the east and west legs of Northtown Road.

- g. Traffic Signals with Combination Roadway Lighting (100% County Cost)- Traffic signals with combination roadway lighting will be constructed at the intersection of Pipeline Road and Northtown Road.
- h. Relocation of Killians Way (100% State Cost) - The existing intersection of Killians Entrance with Pipeline Road will be relocated to just north of the proposed access control line for the Interstate 55 interchange. Access will be provided for two adjoining properties.
- i. Reconstruction of Interstate 55 (100 Percent State Cost) – Approximately 1.65 miles of Interstate 55 will be reconstructed upon new alignment as a result of the I-55/Veterans Parkway interchange reconstruction. The new interstate roadway will be of concrete. The typical roadway pavement section for each direction of traffic will consist of three through lanes with inside and outside shoulders. Each traffic lane and shoulder will be 11:8' wide. The outside concrete shoulders will have a supplemental 2' wide aggregate shoulder. Opposite flowing traffic will be separated by a concrete barrier.
- j. Land Acquisition – Additional right of way will be required for both the **STATE's** and **COUNTY's** segments of roadway that are to be improved. Each party will assume the cost of land acquisition required for their respective portion of roadway. Actual acquiring of all properties will be done by the **STATE** with the **COUNTY** reimbursing the **STATE** for properties required for widening of the local road segments.
- k. All other work necessary to complete the project will be performed in accordance with the approved plans and specifications.

WHEREAS, the **COUNTY** is desirous of the improvements to County Highway 31 (Pipeline Road) in that same will be of immediate benefit to **COUNTY** residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The **STATE** agrees to make the surveys, prepare plans and specifications, obtain the necessary right of way, receive bids and award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with the plans, specifications, and contract.
- 2. The **STATE** agrees to pay all construction and engineering costs subject to reimbursement by the **COUNTY** as hereinafter stipulated.

	TOTAL	FEDERAL	STATE	COUNTY
<ul style="list-style-type: none"> • Road Construction From 300' North of Fort Jesse Road to 360' South of Northtown Road (Station 17+266) Including Veterans Parkway Widening • Widening of SN 057-0069 • Overhead Structure Replacements (057-0030 & 057-0104) • Reconstruction of I-55/Killian Entrance Relocations • Traffic Signals at Exit Ramps • Highway Lighting at Interchange 	\$30,000,000	\$24,000,000	\$6,000,000	\$0

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- Road Construction: Pipeline Road/CH 31 Widening 360' South of Northtown Road Northerly 0.35 Mile to 0.27 Mile North of Northtown Road \$1,477,000 \$0 \$0 \$1,477,000
- 0.37 Mile of Northtown Road Widening
- Reconstruction of Pipeline Road/Northtown Road Intersection
- Installation of Traffic Signals at Pipeline Road/Northtown Road Intersection

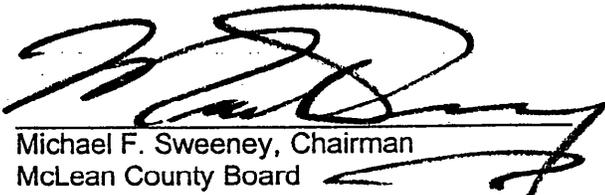
Subtotal	\$31,477,000	\$24,000,000	\$6,000,000	\$1,477,000
Engineering (15%)	\$4,721,550	\$3,600,000	\$900,000	\$221,550
Land Acquisition	\$1,400,000	\$0	\$1,000,000	\$400,000
Totals	\$37,598,550	\$27,600,000	\$7,900,000	\$2,098,550
			SAY	\$2,100,000

3. COUNTY participation shall be predicated on the percentages shown above for the specified work. COUNTY cost shall be determined by multiplying the final quantities times contract prices, plus 15 percent for construction and preliminary engineering.
4. The COUNTY has passed a resolution appropriating \$2,100,000 to reimburse the STATE for the work described in paragraphs F and G. A copy of the resolution is attached hereto as Exhibit 2 and made a part hereof. Beginning on the first day of the 17th month following the STATE's award of contract for reconstructing the subject Veterans Parkway/Interstate 55 interchange, the COUNTY agrees to pay the Department of Transportation of the State of Illinois from any funds allotted to the COUNTY, the amount of \$131,250 each month for a period of approximately 16 months or until 95 percent of the estimated obligation under the provisions of this agreement have been paid, and will pay the said DEPARTMENT the remainder of its obligation in a lump sum upon completion of the project, based upon final costs.
5. The COUNTY agrees to assume full responsibility of providing or cause to provide all funds required to pay for local share of cost participation in the subject project. The COUNTY further agrees to prepare and execute its own separate agreement with the town of Normal to define terms concerning local cost reimbursements relating to Pipeline Road and Northtown Road.
6. It is mutually agreed that the COUNTY will assume full responsibility of making payments to the STATE's billing for all local share costs related to the subject project.
7. It is mutually agreed that through a formal joint agreement with the town of Normal, the COUNTY will define share of maintenance responsibilities with the town, relevant to traffic signals, roadway lighting, sidewalk, storm sewer, and other appurtenances of County Highway 31/Pipeline Road.
8. Upon completion of this improvement, the STATE agrees to assume jurisdiction of the new interchange and its north approach pavement extending northerly to the median breaks at the relocated Killian's entrance where the STATE's access control terminates. The relocated Killian's entrance will be located 0.14 mile (740') south of Northtown Road.
9. Upon completion of the improvement, the COUNTY agrees to retain its jurisdiction of County Highway 31 (Pipeline Road) beginning at the new Killian's entrance (located 0.14 mile/740' south of Northtown Road) and extending northward.

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10. The **COUNTY** agrees to provide, prior to the **STATE's** advertising for the work to be performed hereunder, approval of the plans and specifications as prepared by resolution or letter.
11. The **STATE** agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals at the Northtown and Pipeline Road intersection. The **COUNTY** agrees to pay all costs for furnishing the electrical energy and operations of said signals as billed by the local power company. Share of cost between the town of Normal and **COUNTY** to be cited in separate agreement between the two local governments.
12. The **STATE** agrees to invite a **COUNTY** representatives from the **COUNTY** and town of Normal to accompany **STATE** personnel during field inspection of the reconstruction portions of Pipeline Road and Northtown Road.
13. This agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work, contemplated herein, is not awarded by October 1, 2004.
14. This agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

Executed on Behalf of McLean County, Illinois ATTEST


Michael F. Sweeney, Chairman
McLean County Board

October 16, 2001
Date


Peggy Ann Milton, McLean County Clerk

October 16, 2001
Date

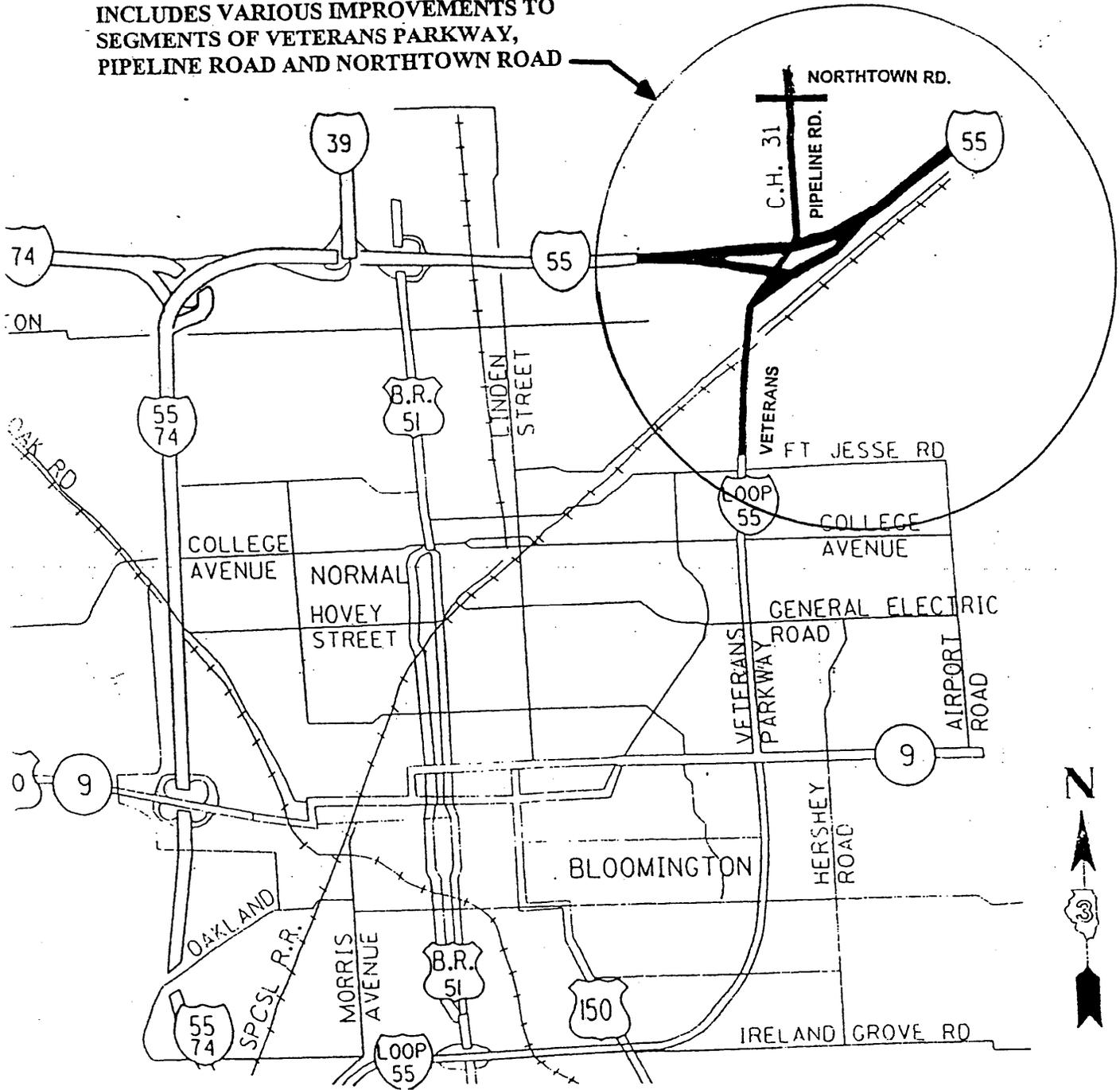
(SEAL)

Executed on Behalf of the State of Illinois
Department of Transportation

Director – Division of Highways

**RECONSTRUCTION OF INTERSTATE 55 &
VETERANS PARKWAY INTERCHANGE
INCLUDES VARIOUS IMPROVEMENTS TO
SEGMENTS OF VETERANS PARKWAY,
PIPELINE ROAD AND NORTHTOWN ROAD**

EXHIBIT # 1



LOCATION MAP

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BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 31 (Pipeline Rd.), beginning at a point near 360' South of Northtown Road

and extending along said route(s) in a(n) Northerly direction to a point near .27 mile North of Northtown Road

, a distance of approximately .35 mile; and,

BE IT FURTHER RESOLVED, that the type of improvement shall 4 lane concrete pavement, turn lanes,

Intersection improvements including signals and lighting and approximately .37 mile of concrete and bituminous

(Describe in general terms)

On Northtown Road

and shall be designated as Section 01-00073-06-RP and.

BE IT FURTHER RESOLVED, that the improvement shall be constructed Contract and.

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of

Two Million One Hundred Thousand dollars. (\$2,100,000)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for the construction of this Improvement; and provide engineering and right-of-way. 50%(1,050,000) of this to be reimbursed by Town of Normal.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to district office of the Department of Transportation.

[Handwritten Signature]
Michael F. Sweeney, Chairman McLean County Board

APPROVED

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County, at its Regular

meeting held at Bloomington, IL

on October 16, 2001

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington, IL

in said County, this 16 day of October A.D. 2001

(SEAL)

[Handwritten Signature]
County Clerk

Payment to IDOT of \$131,250 per month for 16 months shall start on the First day of the 17th month following IDOT award of the I-55, Pipeline Road interchange project per the Agreement with IDOT.

**Supplemental Intergovernmental
Agreement Between the Town of Normal
and the County of McLean for Pipeline Road**

WHEREAS, the Illinois Department of Transportation is planning in their long range program to reconfigure the Interstate 55 and Pipeline Road interchange to allow on and off movements in all directions, and,

WHEREAS, the Town of Normal and McLean County entered into a Intergovernmental Agreement on June 15, 1998, and

WHEREAS, both the Town of Normal and the County of McLean feel it is in their best interest to continue this four-lane improvement to Northtown Road, including transitions on Northtown Road and on Pipeline Road north of Northtown Road, and

WHEREAS, the Illinois Department of Transportation has revised their estimated cost of this improvement to four-lane of the Pipeline Road to be one million four hundred seventy seven dollars (\$1,477,000) for construction, two hundred twenty one thousand five hundred fifty dollars (\$221,550) for engineering cost, and four hundred thousand dollars (\$400,000) for land acquisition cost for an estimated total of \$2,100,000.

BE IT HEREBY AGREED between the Town of Normal and the County of McLean to share equally in these additional costs when the improvement is made, and billings presented by Illinois Department of Transportation.

BE IT HEREBY ALSO AGREED that McLean County and the Town of Normal will share 50-50 in the energy and maintenance costs for the Northtown Road intersection signal and lighting costs.

BE IT FURTHER AGREED that McLean County will be the Lead Agency for the project and enter into all agreements with Illinois Department of Transportation, subject to Normal's review and comments on said agreement.

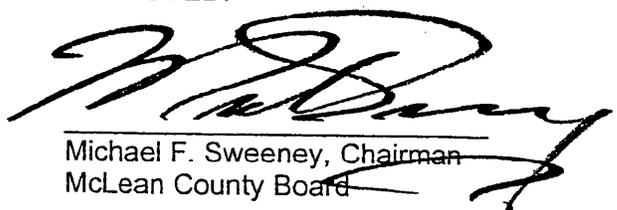
BE IT FURTHER AGREED, that McLean County will maintain jurisdiction on Pipeline Road.

APPROVED:

Kent Karraker, Mayor
Town of Normal

Date: _____

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

Date: October 16, 2001

ATTEST:



Peggy Ann Milton, Clerk of the County

Local Agency McLean County	 Illinois Department of Transportation	Section 98-00113-03-FP			
		Fund Type HPD			
		State Contract X	Day Labor	Local Contract	RR Force Account

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

Location

Local Name C.H. 29 Towanda-Barnes Road Route FAU 6431 Length 2.2 miles
 Termini Illinois Rt. 9 on South and transition to existing North of Fort Jesse Road

Current Jurisdiction McLean County

Project Description

Existing Str. No. _____

Improve with curb and gutter, storm sewer, Bituminous hot mix to 4 lanes at 12' and center flush median at 14' Intersection improvements and traffic signals at G.E. Road and Fort Jesse Road.

Type of Work	Division of Cost				LA	%	Total
	FHWA	%	State	%			
Participating Construction	()	()	()	()	()	()	
High Priority							
STPU							
Non-Participating Construction	()	()	()	()	()	()	
Preliminary Engineering	()	()	()	()	()	()	
Construction Engineering	()	()	()	()	()	()	
Right of Way	()	()	()	()	()	()	
Railroads	()	()	()	()	()	()	
Utilities	()	()	()	()	()	()	
TOTAL	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	

SEE ADDENDUM #4

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

Local Agency Appropriation

The LA on Jan. 19, 1999, appropriated, by separate resolution, ordinance or road improvement statement, \$1,000,000 to pay the LA's share of the cost and will appropriate additional funds, if required to cover the LA's total cost. LA's share of the cost to be paid with MFT Funds Other Funds. And on October 16, 2001 a Supplemental Appropriation of \$1,775,000.00

Method of Financing (State Contract Work)

METHOD A--Lump Sum (95% of LA Obligation) _____
 METHOD B-- _____ Monthly Payments of _____
 METHOD C--LA's Share Balance _____ divided by estimated total cost multiplied by actual progress payment.
 (See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-044-00	HPD - 504 (003)				

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

Local Agency McLean County	Section 98-00113-03-FP
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- (b) have not within a three-year period preceding this Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- 15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- 16) (STATE Contracts) That execution of this agreement constitutes the LOCAL AGENCY's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- 17) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (18) To regulate parking and traffic in accordance with the approved project report.
- (19) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (20) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

THE STATE AGREES:

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

Local Agency McLean County	Section 98-00113-03-FP
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- (1) That this agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
- (4) This Agreement shall be administered under the provisions of the STATE's federally approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LOCAL AGENCY, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

ADDENDA

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

Number 1 Location Map #2 Funding Appropriation #3 Truck Route Resolution #4 Funding/Division of Costs

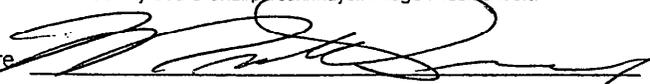
(Insert addendum numbers and titles as applicable)

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

APPROVED

Name Michael F. Sweeney

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

Signature 

Date October 16, 2001

APPROVED

State of Illinois
Department of Transportation

By _____
Director of Highways

Date _____

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

Local Agency McLean County
Section 98-00113-03-FP

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Illinois Department of Transportation

Add-on

Resolution for Improvement by County Under the Illinois Highway Code

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 29, beginning at a point near the SW corner of Sec. 32, T2AN, R3E of the 3rd PM

and extending along said route(s) in a(n) Northerly direction to a point near the NW corner of Sec. 20, T2AN, R3E of the 3rd PM

, a distance of approximately 2 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall Construction of 4 lanes with flush medians basically rural construction with some urban construction. (Describe in general terms)

and shall be designated as Section 98-00113-03-FP and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed Contract; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of One million and no/100 dollars, (1,000,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for construction of this improvement; and provide engineering.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to district office of the Department of Transportation.

APPROVED section with fields for Date, Department of Transportation, District Engineer, and signature of Peggy Ann Milton, County Clerk.

APPROVED BY THE McLEAN COUNTY BOARD Jan. 19, 1999.

Signature of Gary C. Riss, Chairman

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Illinois Department of Transportation

SUPPLEMENTAL

Resolution for Improvement by County Under the Illinois Highway Code 98-00113-03-FP

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 29, (Towanda-Barnes Rd.) , beginning at a point near The SW corner of

Sec. 32, T2N, R3E of the 3rd PM (IL 9)

and extending along said route(s) in a(n) Northerly direction to a point near The NW corner of Sec. 20, T2N, R3E of the 3rd PM (Fort Jesse Road)

, a distance of approximately 2 miles ; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be Construction of 4 lanes with flush medians,

Curb & gutter, storm sewer, signalized intersections and other miscellaneous work.

(Describe in general terms)

and shall be designated as Section 98-00113-03-FP and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by

Contract

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of

One Million dollars, (\$1,000,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for the construction of this Improvement; and provide for engineering and right-of-way.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Be it further resolved that Seven hundred and seventy five thousand dollars (\$775,000) is hereby appropriated from the County Bridge fund.

APPROVED

Date

Department of Transportation

District Engineer

Handwritten signature of Michael F. Sweeney

Michael F. Sweeney, Chairman McLean County Board

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular meeting held at Bloomington, IL

on October 16, 2001

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington, IL

in said County, this 16 day of October A.D. 2001

Handwritten signature of Peggy Ann Milton

BLR 4101 (Rev. 1/97)

Addendum No. 3

80,000 Pound Truck Route Funding

BE IT MUTUALLY AGREED that the following additional provisions are included in the agreement:

Under THE LOCAL AGENCY AGREES:

- 13) To pass an ordinance/resolution clearly defining the limits of the proposed truck route along with identifying the class of 80,000 pound truck route. A copy of said ordinance/resolution is attached hereto and made part hereof. Such truck route shall be properly signed in accordance with the Illinois Manual of Uniform Traffic Control Devices. Cost of signing to be included in the cost of the project.

Under IT IS MUTUALLY AGREED:

- 4) The estimated cost of this project is \$ 4,200,000 for construction which includes 3 intersections and 11 lane miles of roadway improvement that are eligible for funding under the Truck Access Road Program. Based on the estimate, it is mutually agreed the State's share of the project under the Truck Access Road Program shall be a lump sum amount of \$ 375,000 or 50% of the final construction cost, whichever is the lesser. The Truck Access Road funds will be credited against the project cost as shown in the Division of Cost.

McLEAN COUNTY WEIGHT LIMIT RESOLUTION

WHEREAS, it is hereby deemed to be of a benefit for the travelling public on C.H. 29 in McLean County to increase the weight limit of the Towanda-Barnes Road, County Highway 29 from Rt. 150 northerly to Fort Jesse Road to 80,000 pounds, now, therefore,

THE McLEAN COUNTY BOARD hereby establishes the Towanda-Barnes Road, County Highway 29 from Rt. 150 northerly to Fort Jesse Road as a Class III highway with an 80,000 pound maximum weight limit. Said designation to be effective upon the completion of the improvement of said highway Section 96-00168-00-FP, Section 97-00165-00-FP and Section 98-00113-03-FP, and the erection of the signs designating this portion of road a Class III highway, as herein authorized.

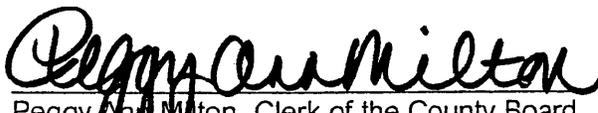
Dated this 16th day of October, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

DIVISION OF COST

Agency McLean County

Section 98-001113-03-FP

Project HPD 504 (003)

Job No. C - 93 - 014 - 99

<u>Type of Work</u>	<u>FHWA</u>	<u>%</u>	<u>80,000 lb Truck Access Route Program</u>	<u>%</u>	<u>Local Agency</u>	<u>Total</u>
Participating Construction	\$1,720,000	(80% NTE)*	\$ 375,000*	(1/)	\$2,105,000	(Balance)**
High Priority						
Preliminary Engineering		()		()	\$ 220,000	(100%)
Construction Engineering		()		()	\$ 450,000	(100%)
<u>00</u>						<u>\$4,200,000</u>
Totals:	\$1,720,000		\$375,000		\$2,775,000	\$4,870,000

1/ Lump sum \$375,000 80,000 lb. Truck Access Road Funds not to exceed 50% of the final cost of the project to be credited to the non-Federal share of the project cost first.

2/ _____% not to exceed \$ _____ State Matching Fund to be credited to the non-federal share of the cost after all Truck Access Road Funds have been credited.

3/ Any remaining balance shall be the responsibility of the L.A. in the event the 80,000 lb. Truck Access Road Funds and State Matching funds are not sufficient to cover all the non-federal share of the project cost.

* Should the project construction costs not require the full \$1,720,000 High Priority Funds and \$375,000 TARP Funds, then these funds shall be used for Engineering and Right-of-Way.

** Includes \$414,000 of legislative add-on funds public Act 91-0706 HB 4437, Section 082.

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Members Bass/Hoselton moved the County Board approve a Request for Approval of Pipeline Road Project – Section 01-00073-06-FP

- (1) IDOT Agreement for Construction of Pipeline Road – I-55 Interchange
- (2) MFT Appropriating Resolution
- (3) Supplemental Intergovernmental Agreement with Town of Normal for Construction of Pipeline Road

and a Request for Approval of Towanda-Barnes Road Section 98-00113-03-FP

- (1) Local Agency Agreement for Federal Participation
- (2) Supplemental MFT Appropriating Resolution
- (3) 80,000 lbs. Weight Limit Resolution

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

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated he had no items for information.

OTHER BUSINESS AND COMMUNICATION:

Member Selzer stated the I-55 interchange at Veterans Parkway will be a huge improvement for everybody. He thanked Mr. Mitchell for doing an outstanding job.

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

MCLEAN COUNTY BOARD COMPOSITE

October 16, 2001

2001 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$237,568.86	\$237,568.86
Finance		\$540,199.90	\$540,199.90
Human Services		\$210,272.22	\$210,272.22
Justice	\$7,146.55	\$681,849.68	\$688,996.23
Land Use		\$33,009.62	\$33,009.62
Property		\$232,356.87	\$232,356.87
Transportation		\$442,196.92	\$442,196.92
Health Board		\$360,917.40	\$360,917.40
Disability Board		\$43,642.66	\$43,642.66
T. B. Board		\$23,603.45	\$23,603.45
Total	\$7,146.55	\$2,805,617.58	\$2,812,764.13


Michael F. Sweeney, Chairman
McLean County Board

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

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Members Rodman/Gordon moved for adjournment until Tuesday, November 20, 2001 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 5:40 p.m.

Michael Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 16th day of October, 2001, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 8th day of November, 2001.


Peggy Ann Milton, McLean County Clerk