



EXECUTIVE COMMITTEE AGENDA  
Room 700, Law and Justice Center

**Tuesday, April 13, 2004**

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – March 9, 2004
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
  - A. Executive Committee - Chairman Sweeney
    - 1) Items to be Presented for Committee Action:
      - a) REAPPOINTMENTS:  
LeRoy Community Fire Protection District  
Robert Borngasser  
32275 E 500 North Road  
Arrowsmith, IL 61722  
Re-appointed to a three-year term scheduled  
to expire on April 30, 2007  
  
Danvers Fire Protection District  
Diane Bostic  
907 North Mitsubishi Motorway  
Normal, IL 61761  
Re-appointed to a three-year term scheduled  
to expire on April 30, 2007

Ellsworth Fire Protection District

Brian Dirks

RR1

Ellsworth, IL 61737

Re-appointed to a three-year term scheduled  
to expire on April 30, 2007

Octavia Fire Protection District

Doug Helmers

21982 N 400 East Road

Cropsey, IL 61731

Re-appointed to a three-year term scheduled  
to expire on April 30, 2007

Carlock Fire Protection District

Lowell T. Hoffman

RR4, Box 56

Bloomington, IL 61704

Re-appointed to a three-year term scheduled  
to expire on April 30, 2007

Hudson Fire Protection District

Paul McKinney

511 North Broadway

Hudson, IL 61748

Re-appointed to a three-year term scheduled  
to expire on April 30, 2007

Otavia Fire Protection District

Mark Miller

201 East North Street

Colfax, IL 61728

Re-appointed to a three-year term scheduled  
to expire on April 30, 2007

Randolph Township Fire Protection District

Vernon D. Terrell

RR1, Box 293

Heyworth, IL 61745

Re-appointed to a three-year term scheduled  
to expire on April 30, 2007

Bellflower Fire Protection District

Lloyd Power

37058 East 500 North Road

Bellflower, IL 61724

Re-appointed to a three-year term scheduled  
to expire on April 30, 2007

Saybrook-Arrowsmith Fire Protection District

Warren Bane  
32660 E 1200 N Road  
Arrowsmith, IL 61722  
Re-appointed to a three-year term scheduled  
to expire on April 30, 2007

Carlock Fire Protection District

David Kinzinger  
RR8, Box 82  
Normal, IL 61761  
Re-appointed to a three-year term scheduled  
to expire on April 30, 2007

Towanda Fire Protection District

Dan Traeger  
RR1, Box 48  
Bloomington, IL 61704  
Re-appointed to a three-year term scheduled  
to expire on April 30, 2007

APPOINTMENTS:

Lexington Fire Protection District

Daniel Belvins  
105 Delane Drive  
Lexington, IL 61753  
Appointed to a three-year term scheduled  
to expire on April 30, 2007

RESIGNATIONS:

Mt. Hope-Funks Grove Fire Protection District

Ron Fitchhorn  
RR1, Box 38  
McLean, IL 61754

Lexington Fire Protection District

Richard Sloan  
RR2, Box 29  
Lexington, IL 61753

Downs Fire Protection District

Dale Stinton  
198521 Wesley Street  
Downs, IL 61736

- b) Request Approval to Award Bid for Property Tax Administration Software – Information Services 7 - 8
      - c) Request Approval to Contract for Broadband Services – Information Services 9 - 17
    - 2) Items to be presented for Information:
      - a) Information Services General Report 18
      - b) General Report
      - c) Other
- B. Finance Committee – Chairman Sorensen
  - 1) Items to be Presented for Committee Action:
    - a) Request Approval of State Fiscal Year 2005 Section 5311 Non-Metro Public Transportation Operating Assistance Grant Application And Intercity Bus Grant Application (SHOW BUS) 20 - 53
    - b) Request Approval of 2004 Consolidated Vehicle Procurement Application (SHOW BUS) 54 - 65
    - c) Request Approval of Purchase of Service Agreement between McLean County and Meadows Mennonite Retirement Community (SHOWBUS) 66 - 71
    - d) Request Approval of Motor Lease Agreement (SHOW BUS) 72 - 75
  - 2) Items to be Presented to the Board:
    - a) Request Approval of Consolidation of Polling Places in Randolph Township and Chenoa Township – County Clerk
    - b) Request Approval of an Amendment to the 2004 Full-time Equivalent Position's Resolution – State's Attorney's Office
    - c) Request Approval of Professional Services Agreement For Health Insurance Benefit Broker - County Administrator's Office
    - d) General Information
    - e) Other
- C. Justice Committee – Chairman Renner
  - 1) Items to be Presented for Committee Action:
    - a) Request Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance – State's Attorney's Office 0020 – DCFS Grant for Children's Advocacy Center Attorney 76 - 77

2) Items to be Presented to the Board:

- a) General Report
- b) Other

D. Land Use and Development – Chairman Gordon

1) Items to be Presented for Committee Action:

- a) Request Approval of an Emergency Appropriation Ordinance Amending the 2004 Combined Annual Appropriation and Budget Ordinance to allow Distribution of Funds to the McLean County Regional Planning Commission from an Illinois Tomorrow Grant

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2) Items to be Present to the Board:

- a) Request by Marvin and Annette Kaupp for a Waiver of Preliminary Plan Requirements and a One Lot Final Subdivision Plat for the Kaupp Acres Subdivision, File No. S-04-04
- b) Request by David Nesbit to Reinstate the Preliminary Plan for the Prairieland Subdivision, File No. S-00-11 This Item Was Postponed From the February 5, 2004 The March 4, 2004 and the Mach 16, 2004 Meetings of the Land Use and Development Committee
- c) General Report
- d) Other

E. Property Committee – Chairman Bostic

1) Items to be Presented for Committee Action:

- a) Recommend Approval of proposed Contract Between Public Building Commission and Kajima Construction Contract for Renovation of the Dome and Roof Areas of the McLean County Museum of History located at the old McLean County Courthouse – Facilities Management
- b) Request Approval on Financing of Renovation and Restoration of Dome and Roof Areas of the McLean County Courthouse Project - County Administrator's Office

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2) Items to be Presented to the Board:

- a) Request Approval of Coffee Kiosk Proposal for Law and Justice Center – Facilities Management
- b) Request Approval for McLeod USA to Install UPS Batteries in their Tenant Space at 200 West Front Street – Facilities Management

- c) Request Approval of the Purchase of a Mower through Illinois Central Purchasing Management Services Joint Program – Facilities Management
- d) General Report
- e) Other

F. Transportation Committee - Chairman Bass

- 1) Items to be for Committee Action:
  - a) Request Approval of State of Illinois Illinois Commerce Commission Stipulated Agreement No. 1088 – Danvers Yuton Road
- 2) Items to be Presented to the Board:
  - a) Request Approval of Letting results from March 31, 2004 for County and Township Projects
  - b) Request Approval of Bridge Petition Danvers Township Non-MFT Culvert
  - c) Request Approval of Bridge Petition Gridley Road District – Bridge Deck Repair
  - d) Request Approval of a Resolution McLean Road (CH 44) – Sec 03-00149-02-RS MFT Improvement
  - e) Request Approval of a Resolution – Colfax Watson Road (CH 13) – Sec 04-00130-09-RS – MFT Improvement
  - f) Request Approval of Barry Reeves – 80,000 Pound Request – Towanda Gridley Road
  - g) General Report
  - h) Other

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G. Report of the County Administrator

- 1) Items to be presented for Information:
  - a) General Report
  - b) Other

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment

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McLean County

**INFORMATION SERVICES**  
 (309) 888-5100 FAX (309) 888-5209  
 104 W. Front, Room 702, P.O.Box 2400 Bloomington, Illinois 61702-2400

## Request Award of Bid for Property Tax Administration Software

April 5, 2004

To the Honorable Members of the McLean County Executive Committee and McLean County Board:

The McLean County Government Property Tax workgroup includes the offices of the County Clerk, the Treasurer, the Supervisor of Assessments, County Administration and Information Services. On behalf of this workgroup, Information Services respectfully requests the awarding of a bid made by Devnet Inc for Property Tax Administration software.

This bid was released on February 27, 2004. Notice of the bid was published for general circulation in the Pantagraph on February 29, 2004, and a mandatory pre-bid conference was held on March 5, 2004.

McLean County received three qualified bids which were opened on March 19, 2004. The three vendors submitting qualified Bids were Cole Layer Trumble (CLT), Manatron and Devnet Inc. The bid mandated a three year view of software costs for Item A, which is a property tax administration software system.

The proposals received are summarized below:

Item	Manatron	Devnet	CLT
1-Time Purchase Price	\$0	\$71,520	\$123,460
1st Yr Suppt/Mnt	\$68,350	\$0	\$54,000
2nd Yr Suppt/Mnt	\$68,350	\$69,160	\$56,700
3rd Yr Suppt/Mnt	\$68,350	\$69,160	\$59,500
3rd Party Software Costs	\$0	\$0	\$82,300
1st Yr Suppt/Mnt on AE	\$0	\$0	\$14,710
2nd Yr Suppt/Mnt on AE	\$0	\$0	\$14,710
3rd Yr Suppt/Mnt on AE	\$0	\$0	\$14,710
Vendor Proj Mgmt	\$0	\$0	\$921,600
Training Support	\$0	\$0	\$22,400
Travel	\$0	\$0	\$0
Other	\$0	\$0	\$0
<b>Total</b>	<b>\$205,050</b>	<b>\$209,840</b>	<b>\$1,364,090</b>

The Property Tax workgroup received the proposals on March 19, 2004 and began independently reviewing the proposals within each office. On April 1, 2004 the workgroup met to discuss the proposals. The result of that meeting is a unanimous recommendation to the County Board for the bid to be awarded to Devnet Inc. Sufficient monies are budgeted within the Fiscal Year 2004 budget to support this recommendation.

Concerning the highest bid, from CLT, we note the disparity in pricing may be attributable to the following factors:

- 1) There is a one-time purchase price in addition to first year maintenance, whereas the other two products combined the first year of maintenance with the purchase.
- 2) There are third-party software and maintenance costs associated with their proposal.
- 3) The vendor has higher project management costs, perhaps because they are based outside of Illinois while the two lower bids are both Illinois-based businesses.
- 4) They typically serve a larger market with more resources. Their clients include counties that house cities such as St. Louis MO, Dayton OH, Atlanta GA, Honolulu HI, New Orleans LA, Pittsburgh PA and Albuquerque NM.

The workgroup focused their efforts primarily on examining the two lowest cost proposals. These are nearly identical in terms of cost, with less than \$4800 separating them over a three year period. Numerous references were checked for both vendors, with both vendors receiving very favorable comments.

Both companies listed exceptions to the requirements provided by McLean County. Devnet, however, committed to including these exceptions within their product at no additional charge prior to McLean County going live. We anticipate that the number of modifications needed to overcome the exceptions within the Manatron proposal would surpass the \$5000 difference in cost.

Additionally, Devnet's current client list includes Illinois counties which are somewhat similar to McLean County in terms of size and number of parcels (e.g., Kankakee County, Peoria County and Winnebago County). Although Manatron also serves a large number of Illinois counties, these counties are typically much smaller in size (Ford, Washington, Logan, Massac). The workgroup feels that Devnet's experience in working with larger Illinois counties is key factor in considering the bids.

Item B of the bid was an optional item which allowed vendors to submit proposals for a new CAMA (Computer Aided Mass Appraisal) system that might replace the PAMS system currently in use by the County. The workgroup felt it prudent to examine this issue at the time as the software solicited in Item A. The sole submission for Item B was from CLT, in the amount of \$324,450. The workgroup is also unanimous in recommending to the County Board that we remain with our current CAMA and reject this bid.

On behalf of the Property Tax workgroup, Information Services brings the unanimously supported request to award the Property Tax Administration software bid to Devnet Inc and to reject the bid for a CAMA system from CLT.

I will gladly answer any questions.

Respectfully submitted,



Craig Nelson  
Director  
McLean County Information Services





**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Request for Approval  
To Contract for Broadband Service**

To the Honorable members of the McLean County Executive Committee:

I respectfully request permission to enter into a three year agreement with A5 to provide McLean County with \*T1 service. A5, which currently serves as our internet service provider has agreed to bundle our internet service into the services described below.

Currently our month-to-month T1 service is provided by Verizon. Verizon was contacted to see if more competitive pricing could be obtained by entering into a longer commitment, but we received no response.

Additionally, in consideration of the possibility of a future fiber loop in the downtown area, we have secured a commitment (attached) from A5 to drop our T1 loop - with no penalty - should a fiber loop become available before the conclusion of this three year agreement.

The table below describes the anticipated impact of the line improvements. While the overall savings to the County as a whole is minor, the County will be able to expand its bandwidth to Comlara, Animal Control, Fairview (Nursing Home and Juvenile Detention Center) by approximately tenfold at less overall cost. This expansion is necessary to successfully implement our conversion to Windows 2003. Without these upgrades, under Windows 2003 the process of logging and receiving email becomes extremely lengthy and tedious. The Health Department, Nursing Home, Juvenile Detention Center and Highway Department have all been advised of the necessity and benefits of upgrading their data lines. This plan allows us to eliminate our LJC WAN frame, which will net a General Fund savings of about \$400/month.

From - To	Current Speed	Current Cost	Speed**	A5 Cost	Proposed Speed
**LJC - A5	T1	\$741	T1	\$799	<i>Includes Internet</i>
LJC **WAN	T1	\$676	T1	\$0	
LJC - Metcom	T1	\$470	T1	\$430	
Comlara	**128k	\$199	T1	\$430	P2P T1
Highway	128k	\$222	T1	\$430	P2P T1
Animal Control	128k	\$222	T1	\$430	P2P T1
Fairview	128k	\$231	T1	\$430	P2P T1
Internet Access		\$700		\$0	
Router Rent		\$0		\$400	
<b>Total</b>		<b>\$3,462</b>		<b>\$3,349</b>	

\* T1 = About 1,500,000 bytes per second, 128k=About 128,000 bytes per second

\*\*LJC = Law and Justice Center, P2P= Point to Point, WAN=Wide Area Network

I would like to extend my appreciation to Assistant Director Mike Gallagher who provided much of the legwork related to this project.

Information Services requests permission to terminate its month-to-month T1 circuits with Verizon and replace them with the services described above provided via A5.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Craig Nelson", with a long horizontal flourish extending to the right.

Craig Nelson  
Director, Information Services.



419 N. Main St. <http://www.a5.com>  
Bloomington IL 61701 [sales@a5.com](mailto:sales@a5.com), [support@a5.com](mailto:support@a5.com)

309-820-7498 Phone  
309-828-6274 Fax

4/5/04

Craig Nelson  
McLean County Data Processing

Re/ Internet connection local loop

Mr. Nelson, per our earlier conversation I wanted to outline in writing what A5.com is prepared to do to create a no-risk situation for your Internet T1 local loop contract.

Regarding Dave Lalande's MetroLAN planning, the T1 the MetroLAN might affect is the T1 between the LJC and A5's offices at 419 N. Main St. (the Internet T1). I will waive ANY disconnection charges due to early circuit contract termination if and when we mutually decide to move to the MetroLAN infrastructure to replace this T1 local loop.

We're willing to use whatever loop is the best option for both of us. If that is the MetroLAN fiber, that's fine by us---we essentially want to be your ISP. These T1's are \$430, so we'd have whatever costs the fiber loop would be plus the T1 port charges going forward at the point we cut over to the fiber to replace this T1.

Thanks, Eric.

A handwritten signature in black ink, appearing to read 'Eric Fisher', written over a horizontal line.

Eric Fisher  
A5.com  
309-820-7498 voice

A5.Com  
419 N. Main St.  
Bloomington IL 61701

http://www.a5.com  
sales@a5.com support@a5.com

309-820-7498 Phone  
309-828-6274 Fax

A5.com

## TERMS & CONDITIONS

# Service Agreement

Order Number: \_\_\_\_\_

### Customer Location Information

Company Name: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Fax: \_\_\_\_\_  
Billing Address:  Check if same as above  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_  
Billing Contact Name: \_\_\_\_\_ Fax: \_\_\_\_\_

### Description of Services

Description of Services	Recurring Charges	One-Time Charges	Terms	Billing Code
<b>SERVICES TYPE (the Service)</b> <b>(6) &lt;20 mile, T1 circuit, point-to-point service</b>  Is this an upgrade of existing service: no All prices quoted herein are valid for 30 days from today's date of 4/1/04 and do not include any applicable taxes.	\$430/mo. each Plus taxes	\$0.00	36 mo.	
<b>MISCELLANEOUS SERVICES</b>				
<b>HARDWARE/SOFTWARE</b>  Prices do not include taxes, shipping & handling or any associated fees. Payment for hardware/software is required prior to installation or delivery.				
<b>A5 INSTALLATION*</b> A5 installation guarantees the ability to transmit data packets from clients site router to A5 network only. Customer is responsible for all LAN connectivity and setup, security and workstation configuration. Installation will be billed at the rate of \$150 per hour if on site visit is required.	\$0.00			
<b>TOTALS:</b>	<b>\$2580.00 plus taxes</b>		<b>36 mo.</b>	

How did you hear about our services?

Is Provisioning Required?

BILLING CODES: 1. Bill Monthly 2. Annually

3. Credit Card 4. Advance Payment

Credit Card Information (If Applicable)  VISA  Mastercard  American Express  Discover  
Name as it appears on credit card: \_\_\_\_\_  
Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Both parties represent and warrant that they have full corporate power and authority to execute and deliver this Agreement and to perform their obligations hereunder, and that the person whose signature appears below is duly authorized to enter into this Agreement on behalf of the party and subject to all terms and conditions stated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

For Customer By: \_\_\_\_\_

For A5 By: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**A5.com USAGE**

**Service Usage Restrictions** - The Service may not be used in violation of any community standards, accepted Internet policy, laws or regulations of local state or Federal governments or Agencies thereof, or international treaty. Actions such as, but not limited to, misuse of copy rights, patented or protected materials, use of the Service for defamatory, threatening or obscene purposes, and the mass distribution of any message on an intrusive basis to users of the Internet, is prohibited. This prohibition extends to the sending of unsolicited mass mailings from another service which in any way implicates the use of A5's service, A5's equipment or any of A5's email or IP address(es). Any such violations may be grounds for termination of the Service.

**Customer Equipment and Network Security** - A5 will install service on A5 approved equipment. Non-A5 approved equipment will be handled on an individual case basis as specified by A5. A5 provides no user access security with respect to any of Customer facilities or facilities of others. Customer shall be responsible for user access security and network access. A5 will assist in network security breach detection or identification, but shall not be liable for any inability, failure or mistake in doing so.

**Not a Secure Network** - The Internet is not a secure network. Confidential or sensitive information should not be transmitted over the Internet. A5 does not assume responsibility for loss or theft of information transmitted over the Internet.

**Telco Charges included** - The Service provided herein includes telecommunications services that may be required to establish connection for the Customer to A5. All such costs and associated terms and conditions required by Telco to perform such services are included. Additionally, any contract termination liability for required telecommunications services will be responsibility of the Customer.

**Network Numbers** - All CIDR network numbers that may be required for the Service, shall be provided solely by A5. If Customer leaves Service, all CIDR numbers must be returned to A5 for reallocation to other Customers and will not be available for continued use by departing Customer.

**Domain Name** - A5 will route Customer Domain name into its network per request. In the event Customer also elects to have A5 register a Domain Name on behalf of Customer with the ICANN-accredited authority, A5 will do so with the understanding that A5 is not responsible for the ownership, control, and use of the domain name. Besides any and all fees required by A5 to perform such registration services, the Customer will be also responsible for any and all other fees due and payable to the registrar for such Domain name services.

**Joint Software Ownership and Transferability** - Customer and A5 shall both have rights to the software developed specifically for customer as specified in writing. Customer may at its sole discretion take a copy of such software with the sole understanding that only software specifically developed for customer will be transferable. Any software upon which the customer software is built upon shall not be transferable.

**INTERNET ACCESS**

**Effective Date Of Service** - The effective date the Service (the "Effective Date") shall be the date on which data packets can be sent to Customer, as solely determined by A5. Notwithstanding the above, the date shall not be later than 60 days from the date of this Agreement. If after 90 days packets are unable to be sent to Customer by A5, Customer may terminate the Service for insolvency with no penalty beyond any services or hardware sales that have been performed by A5 and received by Customer.

**WEB CUSTOMERS**

The effective date of service shall be the date that the web site is accessible to the customer in the event that programming is being done by the Customer or an outside provider of programming services. The effective date of service for the Customer in the event A5 is providing programming services will be the date the production commences on the Customer's Web Page.

**CO-LOCATIONS TERMS & CONDITIONS**

Customer is solely responsible for customer owned equipment that is co-located in any A5 facility. Customer agrees to provide adequate insurance to protect such equipment from any and all events which may damage such equipment whether caused by customer representative, A5 employee, any other party or event who (which) may cause damage to such equipment. In no case shall A5 be liable for consequential damages suffered by customer due to failure of customer equipment for any reason. Customer agrees to indemnify A5 for any claims that may arise as a result of customer equipment located in A5 facilities.

**EQUIPMENT**

All guarantees and warranties for hardware and software products are those provided by the manufacturer. A5 provides no guarantees or warranties beyond that offered by the manufacturer unless explicitly stated in writing. In no case shall A5 be liable for consequential damages from hardware or software problems.

**TERM**

The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for a period of 36 months. The Term shall automatically renew for the term set forth herein at expiration of the initial Term unless notice by either party to amend the Agreement or cancel the Agreement is received by the other party at least 30 days in advance of expiration date of contract. If customer terminates contract prior to expiration date, customer is liable for any and all telecommunications and ISP disconnection charges.

**COMPENSATION & BILLING**

Customer shall pay for Service at rates set forth herein. The Billing period for payment is also set forth herein and is due and payable within 15 days of bill date. All payments received after that time period will be subject to a late fee at the sole option of A5 of (greater of \$5.00 or 1.75%) per month for all amounts past due. In the event this amount exceeds the amount allowed by law then the amount charged for the Late Fee shall be set at the highest level allowed by controlling Law.

**SERVICE ADJUSTMENTS**

In the event of any substantial service interruption, A5 will provide an additional day of service at the end of the stated term for each day within which the problem is experienced by a Customer for (4) consecutive hours. This is the sole remedy available to Customer for Service Disputes and will be granted solely by A5.

**TERMINATION**

Notwithstanding the provisions set forth in the Term section, this Agreement may be terminated by either party upon the occurrence of the following events:

In the event that Customer (i) is more than 30 days past due in paying any amounts due to A5; (ii) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or other similar law (iii) Customer fails to comply with A5 Usage restrictions stated herein or on A5's website; A5 shall have the right to suspend service and with 10 days written notice to terminate this agreement in the event of Customer's failure to cure within such notice period. Termination of Service by A5 does not relieve Customer from the obligation to make all payments as set forth in this Agreement and will not result in any refund to Customer for periods prior to termination.

Failures of Service by the local exchange, or the interexchange carrier, or other third party, or by strikes, labor disturbances, Acts of God, or any event or force of nature which prevents commencement of the Service or continuation of the Service under this Agreement shall give both A5 and the Customer the right to terminate this Agreement without penalty, provided 10 days written notice is given.

**LIABILITY**

In no event shall either party be liable to the other party for any incidental or consequential damages of any nature whatsoever, including lost profits or revenues regardless of the foreseeability thereof, occasioned by either party's inability to perform its obligations hereunder.

**INDEMNIFICATION**

Each party shall be indemnified and held harmless by the other against other claims or any third party or entity for damages, losses, or injuries arising out of the negligent or willful act or omission of the other party or its agent, servants, employees, contractors or representatives.

**NOTICES**

Notification to either party to this Agreement will be sufficient when mailed to the address set forth herein, and deposited in the United States Mail, first class, certified letter with return receipt requested, postage prepaid to the respective party. Such address may change with written notice providing the new address to which notification is to be made.

**ASSIGNMENT**

This Agreement shall be binding upon and incur to the benefit of the parties hereto and their respective successors. It is non-assignable without written consent, except to entities completely controlled or controlled by that party. Each Party will require written notice, however, in the event of any assignment.

**GENERAL TERMS**

The waiver or failure by either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. Neither party shall have the right to use the other's name, trademark or trade name without the prior consent of the other party for any uses not contemplated by this Agreement. This Agreement represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreements. In the event of any conflict arising between Customer's purchase order terms and this Agreement, this Agreement shall take precedence. In the event of a dispute to this Agreement, the prevailing party is entitled to recover expenses including reasonable attorneys fees. This Agreement may be modified only in writing signed by both parties. This Agreement shall be governed by the substantive law of the State of Illinois.

**I understand and agree to all of the above terms & conditions.**

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

A5.com Representative:

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

A5.Com  
419 N. Main St.  
Bloomington IL 61701

<http://www.a5.com>  
[sales@a5.com](mailto:sales@a5.com) [support@a5.com](mailto:support@a5.com)

309-820-7498 Phone  
309-828-6274 Fax

A5.com

## TERMS & CONDITIONS

# Service Agreement

Order Number: \_\_\_\_\_

### Customer Location Information

Company Name: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Fax: \_\_\_\_\_  
Billing Address:  Check if same as above  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_  
Billing Contact Name: \_\_\_\_\_ Fax: \_\_\_\_\_

### Description of Services

	Recurring Charges	One-Time Charges	Terms	Billing Code
<b>SERVICES TYPE (the Service)</b>				
<b>(1) T1 Internet circuit and access, point-to-point service</b>	<b>\$799/mo. Plus taxes</b>	<b>\$0.00</b>	<b>36 mo.</b>	
Is this an upgrade of existing service: no All prices quoted herein are valid for 30 days from today's date of 4/1/04 and do not include any applicable taxes.				
<b>MISCELLANEOUS SERVICES</b>				
<b>HARDWARE/SOFTWARE</b>				
Prices do not include taxes, shipping & handling or any associated fees. Payment for hardware/software is required prior to installation or delivery.				
<b>A5 INSTALLATION*</b>				
A5 installation guarantees the ability to transmit data packets from clients site router to A5 network only. Customer is responsible for all LAN connectivity and setup, security and workstation configuration. Installation will be billed at the rate of \$150 per hour if on site visit is required.	\$0.00			
<b>TOTALS:</b>	<b>\$799.00/mo plus taxes</b>		<b>36 mo.</b>	

How did you hear about our services?

Is Provisioning Required?

BILLING CODES: 1. Bill Monthly 2. Annually

3. Credit Card 4. Advance Payment

Credit Card Information (If Applicable)  VISA  Mastercard  American Express  Discover  
Name as it appears on credit card: \_\_\_\_\_  
Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Both parties represent and warrant that they have full corporate power and authority to execute and deliver this Agreement and to perform their obligations hereunder, and that the person whose signature appears below is duly authorized to enter into this Agreement on behalf of the party and subject to all terms and conditions stated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

For Customer By: \_\_\_\_\_

For A5 By: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_ 14 Title: \_\_\_\_\_ Date: \_\_\_\_\_

**A5.com USAGE**

**Service Usage Restrictions** - The Service may not be used in violation of any community standards, accepted Internet policy, laws or regulations of local state or Federal governments or Agencies thereof, or international treaty. Actions such as, but not limited to, misuse of copy righted, patented or protected materials, use of the Service for defamatory, threatening or obscene purposes, and the mass distribution of any message on an intrusive basis to users of the Internet, is prohibited. This prohibition extends to the sending of unsolicited mass mailings from another service which in any way implicates the use of A5's service, A5's equipment or any of A5's email or IP address(es). Any such violations may be grounds for termination of the Service.

**Customer Equipment and Network Security** - A5 will install service on A5 approved equipment. Non-A5 approved equipment will be handled on an individual case basis as specified by A5. A5 provides no user access security with respect to any of Customer facilities or facilities of others. Customer shall be responsible for user access security and network access. A5 will assist in network security breach detection or identification, but shall not be liable for any inability, failure or mistake in doing so.

**Not a Secure Network** - The Internet is not a secure network. Confidential or sensitive information should not be transmitted over the Internet. A5 does not assume responsibility for loss or theft of information transmitted over the Internet.

**Telco Charges included** - The Service provided herein includes telecommunications services that may be required to establish connection for the Customer to A5. All such costs and associated terms and conditions required by Telco to perform such services are included. Additionally, any contract termination liability for required telecommunications services will be responsibility of the Customer.

**Network Numbers** - All CIDR network numbers that may be required for the Service, shall be provided solely by A5. If Customer leaves Service, all CIDR numbers must be returned to A5 for reallocation to other Customers and will not be available for continued use by departing Customer.

**Domain Name** - A5 will route Customer Domain name into its network per request. In the event Customer also elects to have A5 register a Domain Name on behalf of Customer with the ICANN-accredited authority, A5 will do so with the understanding that A5 is not responsible for the ownership, control, and use of the domain name. Besides any and all fees required by A5 to perform such registration services, the Customer will be also responsible for any all other fees due and payable to the registrar for such Domain name services.

**Joint Software Ownership and Transferability** - Customer and A5 shall both have rights to the software developed specifically for customer as specified in writing. Customer may at its sole discretion take a copy of such software with the sole understanding that only software specifically developed for customer will be transferable. Any software upon which the customer software is built upon shall not be transferable.

**INTERNET ACCESS**

**Effective Date Of Service** - The effective date the Service (the "Effective Date") shall be the date on which data packets can be sent to Customer, as solely determined by A5. Notwithstanding the above, the date shall not be later than 60 days from the date of this Agreement. If after 90 days packets are unable to be sent to Customer by A5, Customer may terminate the Service for inactivity with no penalty beyond any services or hardware sales that have been performed by A5 and received by Customer.

**WEB CUSTOMERS**

The effective date of service shall be the date that the web site is accessible to the customer in the event that programming is being done by the Customer or an outside provider of programming services. The effective date of service for the Customer in the event A5 is providing programming services will be the date the production commences on the Customer's Web Page.

**CO-LOCATIONS TERMS & CONDITIONS**

Customer is solely responsible for customer owned equipment that is co-located in any A5 facility. Customer agrees to provide adequate insurance to protect such equipment from any and all events which may damage such equipment whether caused by customer representative, A5 employee, any other party or event who (which) may cause damage to such equipment. In no case shall A5 be liable for consequential damages suffered by customer due to failure of customer equipment for any reason. Customer agrees to indemnify A5 for any claims that may arise as a result of customer equipment located in A5 facilities.

**EQUIPMENT**

All guarantees and warranties for hardware and software products are those provided by the manufacturer. A5 provides no guarantees or warranties beyond that offered by the manufacturer unless explicitly stated in writing. In no case shall A5 be liable for consequential damages from hardware or software problems.

**TERM**

The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for a period of 36 months. The Term shall automatically renew for the term set forth herein at expiration of the initial Term unless notice by either party to amend the Agreement or cancel the Agreement is received by the other party at least 30 days in advance of expiration date of contract. If customer terminates contract prior to expiration date, customer is liable for any and all telecommunications and ISP disconnection charges.

**COMPENSATION & BILLING**

Customer shall pay for Service at rates set forth herein. The Billing period for payment is also set forth herein and is due and payable within 15 days of bill date. All payments received after that time period will be subject to a late fee at the sole option of A5 of (greater of \$5.00 or 1.75%) per month for all amounts past due. In the event this amount exceeds the amount allowed by law then the amount charged for the Late Fee shall be set at the highest level allowed by controlling Law.

**SERVICE ADJUSTMENTS**

In the event of any substantial service interruption, A5 will provide an additional day of service at the end of the stated term for each day within which the problem is experienced by a Customer for (4) consecutive hours. This is the sole remedy available to Customer for Service Disputes and will be granted solely by A5.

**TERMINATION**

Notwithstanding the provisions set forth in the Term section, this Agreement may be terminated by either party upon the occurrence of the following events:

In the event that Customer (i) is more than 30 days past due in paying any amounts due to A5; (ii) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or other similar law (iii) Customer fails to comply with A5 Usage restrictions stated herein or on A5's website; A5 shall have the right to suspend service and with 10 days written notice to terminate this agreement in the event of Customer's failure to cure within such notice period. Termination of Service by A5 does not relieve Customer from the obligation to make all payments as set forth in this Agreement and will not result in any refund to Customer for periods prior to termination.

Failures of Service by the local exchange, or the interexchange carrier, or other third party, or by strikes, labor disturbances, Acts of God, or any event or force of nature which prevents commencement of the Service or continuation of the Service under this Agreement shall give both A5 and the Customer the right to terminate this Agreement without penalty, provided 10 days written notice is given.

**LIABILITY**

In no event shall either party be liable to the other party for any incidental or consequential damages of any nature whatsoever, including lost profits or revenues regardless of the foreseeability thereof, occasioned by either party's inability to perform its obligations hereunder.

**INDEMNIFICATION**

Each party shall be indemnified and held harmless by the other against other claims or any third party or entity for damages, losses, or injuries arising out of the negligent or willful act or omission of the other party or its agent, servants, employees, contractors or representatives.

**NOTICES**

Notification to either party to this Agreement will be sufficient when mailed to the address set forth herein, and deposited in the United States Mail, first class, certified letter with return receipt requested, postage prepaid to the respective party. Such address may change with written notice providing the new address to which notification is to be made.

**ASSIGNMENT**

This Agreement shall be binding upon and incur to the benefit of the parties hereto and their respective successors. It is non-assignable without written consent, except to entities completely controlling or controlled by that party. Each Party will require written notice, however, in the event of any assignment.

**GENERAL TERMS**

The waiver or failure by either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. Neither party shall have the right to use the other's name, trademark or trade name without the prior consent of the other party for any uses not contemplated by this Agreement. This Agreement represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreements. In the event of any conflict arising between Customer's purchase order terms and this Agreement, this Agreement shall take precedence. In the event of a dispute to this Agreement, the prevailing party is entitled to recover expenses including reasonable attorneys fees. This Agreement may be modified only in writing signed by both parties. This Agreement shall be governed by the substantive law of the State of Illinois.

**I understand and agree to all of the above terms & conditions.**

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

A5.com Representative:

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



419 N. Main St.  
Bloomington, IL 61701  
309-820-7498  
309-828-6274f

## A5.com Internet & Network Services SLA

This Service Level Agreement ("SLA") is provided to the Customer in connection with the Service Description for the Service taken by the Customer from A5.com, as is provided in addition to our Standard Terms and Conditions and Acceptable Use Policies available at [www.a5.com](http://www.a5.com). This SLA does not apply to A5.com products and services unless specifically defined in the service schedule.

### **Packet Loss and Latency**

A5.com guarantees less than 3% packet loss between the Customer Service and the A5.com Backbone measured at 5-minute intervals over an hourly period. Packet loss over 3% shall be defined as Excess Packet Loss. A5.com guarantees the following latencies for the connection between the Customer Service and the A5.com Backbone:

Leased Line: less than 40 milliseconds

Dedicated/Managed Servers: less than 10 milliseconds

Transit: less than 10 milliseconds

Latency above these values shall be defined as Excess Latency.

### **Connectivity across the A5.com Backbone**

A5.com commits to install Backbone and peering capacity to an amount sufficient to guarantee the aggregate of customer traffic can be transmitted at zero contention basis. Any Backbone trunk will be upgraded as soon as the sum of Customer Service traffic exceeds 80% of trunk capacity for more than 10% of the utilization of any one-month period.

### **Network Availability and Downtime**

A5.com guarantees at least 99.9% network connectivity uptime of the Customer Service as measured through 5-minute polls using ICMP echo-requests. This excludes failures in customer facilities, scheduled outages, customer hardware failures or any loss of service through the action or inaction on behalf of the customer.

A5.com guarantees 99.95% access to the Internet via the A5.com Backbone, as defined by access to the full global Internet routing table on all A5.com core routers.

### **Power Availability (Co-location/Managed Servers/Dedicated Servers)**

A5.com guarantees 99.95% availability of power to Customer Service where Service is located in an A5.com POP.

### **Support**

A5.com will respond to any Emergency Fault reports within 30 minutes of them being received.

A5.com will make all commercially reasonable endeavors to fix or repair the Customer Service within 4 hours of A5.com acknowledging the problem.

### **Compensation**

The guarantees as described in the Service Levels section above are enforced / compensated by A5.com as follows:



If A5.com fails to meet the service level described for Packet Loss and Latency, A5.com will compensate by reimbursing the Customer 5% of the monthly invoice amount for any month the guarantee is not met. If A5.com fails to meet the service level described for Connectivity, A5.com will compensate by reimbursing the Customer 5% of the monthly invoice amount for any month the guarantee is not met. If A5.com fails to meet the service level described for Availability and Downtime, A5.com will compensate by reimbursing the Customer 2% of the monthly invoice amount for any month the guarantee is not met. If A5.com fails to meet the service level described for Power Availability, A5.com will compensate by reimbursing the Customer 2% of the monthly invoice amount for any month the guarantee is not met. If A5.com fails to meet the service level described for Support, A5.com will compensate by reimbursing the Customer 1% of the monthly invoice amount for any month the guarantee is not met.

**Notifications**

The Customer must notify A5.com within 5 business days from the time the Customer becomes eligible to receive credit under this Service Level Agreement in order to receive credit. Failure to comply with this requirement will forfeit the Customer's right to receive such credit.

**Limitation on Remedies**

If the customer is entitled to multiple credits under this Service Level Agreement, such credits shall not be cumulative beyond a total of credits for one calendar month in any one calendar month in any event. A5.com shall not apply a credit for Packet Loss or Latency for which the Customer has received a credit for Downtime or Availability. A5.com's suspension or modification of the Service shall not be deemed to be a failure of A5.com to provide adequate Service levels under this agreement. In no event shall the Customer be entitled to any credit on its Service Fees to the extent that the latency or Downtime is caused by the Customer attempting to exceed the maximum bandwidth of his contracted connection. In witness whereof, the parties hereto have caused this agreement to be duly executed and delivered as of the date written on below.

A5.com LLC \_\_\_\_\_

Customer \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

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**Information Services Status Report  
April 13, 2004**

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

Following is a brief summary of issues addressed by Information Services since my last report in January.

**General Administration:**

Investigating Industrial Speed Printing capability

Solicited SAN (Storage Area Network) solutions on behalf of the Recorder's office

Negotiated Broadband services prices.

Conducted Tax Software Bid opening and Review

**Hardware/Network**

Began implementation of Windows 2003 project.

Began transfer of Metcom to Windows 2003 Exchange Server.

Began refurbishing machines transferred to Information Services from the Circuit Clerk.

Reviewed patch management server options.

Reviewed email gateway options

**Programming/Database/Web**

Provided on-site support to Tazewell County.

Turned on new intranet site

Provided election coverage via the Web.

Provided a new TB database to the Health Department

Created database for Highway to print and track orders

Created new reports for Building and Zoning

Upgraded the PAMS CAMA system.

Respectfully submitted,

*Craig Nelson*

Craig Nelson

Director of McLean County Information Services



INTER-OFFICE COMMUNICATION  
DEPARTMENT OF BUILDING AND ZONING  
Phone: 888-5160

TO: Chairman, Matt Sorensen and Finance Committee  
FROM: Mike Behary, County Planner *mJB*  
DATE: March 29, 2004  
RE: **SHOW BUS Items**

---

The attached are key sections of the applications, and the purchase of service agreement that are similar to the ones presented last year. Please see the complete documents at the Department of Building and Zoning.

- 1) **Section 5311 – Operating Assistance Application for Fiscal Year 2005:** This application is with the Illinois Department of Transportation and coincides with their fiscal year.
- 2) **Vehicle Procurement Application:** This application is for two medium duty paratransit vehicles to be used for rural public transportation. A public hearing is required for the Vehicle Procurement application and will be held before the County Board meeting at 9:00 a.m. on April 20, 2004.
- 3) **Purchase of Service Agreement:** This is an agreement between McLean County and SHOW BUS that is similar to the one now in effect.
- 4) **Amended Lease Agreement with SHOW BUS:** McLean County will receive a new vehicle on April 8, 2004 to be used by SHOW BUS, and this lease has been amended to show the additional vehicle.

Laura Dick the Director of SHOW BUS, Philip Dick the Director of Building & Zoning and I will be present at the April 6th Finance Committee meeting to answer any questions or concerns. Please call me if I can be of further assistance.

Enclosures: Operating Assistance Application, Vehicle Procurement Application, Purchase of Service Agreement, and new Lease with SHOW BUS

**Illinois Department of Transportation**

**State Fiscal Year 2005**

**Section 5311 Non-Metro Public Transportation**

**Operating Assistance Grant Application  
and  
Intercity Bus Grant Application**

**Submitted By**

**McLean County**

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Exhibit B	Proposed FY 2005 Budget (Electronic versions – see separate file)
Exhibit C	Standard Certifications and Assurances
Exhibit D	Sample Board Resolution
Exhibit E	Special Section 5333(B) Warranty For Application To The Small Urban And Rural Program
Exhibit F	IDOT Chart of Accounts for the Section 5311 Program Expense Account Definitions
Exhibit G	Applicant's Certification of Intent
Exhibit H	Sample Ordinance
Exhibit I	Non-Vehicle Capital Asset Inventory (Electronic versions – see separate file)
Exhibit J	Vehicle Asset Inventory (Electronic versions – see separate file)

## I. Introduction

The United States Department of Transportation, Federal Transit Administration provides federal financial assistance funds for public transportation in nonurbanized areas (Section 5311 Non-Metro Public Transportation Program – formerly Section 18). The Federal Transit Administration (FTA), on behalf of the Secretary of Transportation, apportions the funds appropriated annually to the Governor of each state for public transportation projects in nonurbanized areas. The statutory formula is based solely on the nonurbanized population of the states. Each state prepares an annual program of projects, which must provide for fair and equitable distribution of funds within the states, including Indian reservations, and must provide for maximum feasible coordination with transportation services assisted by other Federal sources. Article III of the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq., formerly Ill. Rev. Stat. ch. 111 2/3, Section. 661 et seq.) authorizes the Illinois Department of Transportation to receive and expend Section 5311 funds allotted to Illinois.

- The goals of the nonurbanized formula program are: to enhance the access of people in nonurbanized areas to health care, shopping, education, employment, public services and recreation; to assist in the maintenance, development, improvement, and use of public transportation systems in rural and small urban areas; to encourage and facilitate the most efficient use of all Federal funds used to provide passenger transportation in nonurbanized areas through the coordination of programs and services; to assist in the development and support of intercity bus transportation; and to provide for the participation of private transportation providers in nonurbanized transportation to the maximum extent feasible.

Prospective applicants are advised that the Department has published administrative regulations for the Illinois Section 5311 program under Part 601 of the Illinois Department of Transportation Rules and Regulations entitled "Regulations for Public Transportation Assistance to New Programs in Nonurbanized Areas." These regulations, which prescribe procedures and requirements to be followed by applicants for Section 5311 funding, should be carefully reviewed prior to an applicant's submission of a Section 5311 Application. In order to be considered for funding, prospective grantees must submit a fully completed application (Sections I – VIII and Section X for Rural General Public Operating Assistance and Sections IX for Intercity Bus Assistance).

To assist applicants ensure that applications packages are complete, an "Application Checklist" in this section has been provided. **Applicants must complete and submit this completed checklist in their application package.**

## Section 5311 Non-Metro Operating Assistance Grant Application Checklist

*(Must be completed and submitted with Application.)*

1.  Non-Metro Operating Assistance Grant Application Checklist
2.  Completed Copy of Standard Form 424 (Exhibit A)
3.  Operating Entity Certification (One for each operator)
4.  Executed Agreement to Terms and Conditions of Special Warranty (Exhibit E)
5.  Fully Completed Proposed FY 2005 Budget (Exhibit B)
6.  Applicant's Certificate of Intent (Exhibit G)
7.  Executed Resolution of the Governing Board (Exhibit D)
8.  Executed County Ordinance to Operate a Public Transit Project (Exhibit H)
9.  Executed Certifications and Assurances for Grantees (Exhibit C)
10.  Executed Affirmation of Applicant's Attorney (Contained in Exhibit C)
11.  Fully completed Non-Vehicle Capital Asset Inventory (Exhibit I)
12.  Fully completed Vehicle Asset Inventory (Exhibit J)
13.  Maps of the service area (Attachment I)
14.  Copies of Material Documenting Private Sector Effort (Attachment II)
15.  Grantee/Operator Organization Charts (Attachment III)
16.  Indirect Costs Rate Proposal (Attachment IV)
17.  Copy of Most Recent Audit (Attachment V)

### Comments

All costs are direct costs. Therefore, no cost allocation plan is being submitted.



**Fixed route system** means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule.

**Demand responsive system** means any system of transporting individuals, including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including but not limited to specified public transportation service, which is not a fixed route system.

**Route deviation system** means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule where the system permits user-initiated deviations of vehicles from the prescribed routes.

**Commuter bus service** means fixed route bus service, characterized by service predominantly in one direction during peak periods, limited stops, use of multi-ride tickets, and routes of extended length, usually between the central business district and outlying suburbs. Commuter bus service may also include other service, characterized by a limited route structure, limited stops, and a coordinated relationship to another mode of transportation.

## B. System Service Area

### 1. Core Service Area

In the space below, please identify the geographic area that is to be served by this Section 5311 grant. The core service area is defined as the geographic area in which Section 5311 service is provided by this grant, as supported by the grantees Board Resolution and any Intergovernmental Agreements with other governmental entities. The service area does not include areas served through incidental services such as charter services or extended commuter routes.

County Served	Square Mileage	Population
Ford	468	14,241
Iroquois	1,120	31,334
Livingston	1,043	39,678
McLean (rural area only)	1,184	40,249 (rural)

If existing maps are available, that show the dimensions of the geographic service area, please attach to the application. If no existing maps are available, please draw a reasonable representation of the service area that clearly shows geographic limits of the service area. Please indicate on the map the street or road names where service is provided. The map does not need to be an exact or official representation; rather, it is mainly intended to convey the project service area. Include this information as Attachment I to the application.

**2. Services Provided Outside the Core Service Area**

Since the goal of Section 5311 is to enhance access of people living in nonurbanized areas to activities, Section 5311 projects may include transportation to and from urbanized areas or provide services to other destinations that extend beyond the core service. In this section, list the extended services operated outside the core service area. Examples of such routes would be regularly or periodic shopping trips to an urban center, services provided to regional medical facilities under a contract to a human service agency, or similar service.

In the table below, list or describe the services provided by the project that meet the criterion above for periodic or regularly scheduled services provided outside the core service area. **Note: Do not include charter services in this section.** Services provided to destinations located outside Illinois should be addressed in Section III.B.3.

**Example:**

***Extended Service Provided***

***Frequency***

*Shopping Trip to Springfield*

*Every 3<sup>rd</sup> Tuesday*

<b><u>Extended Service Provided</u></b>	<b><u>Frequency</u></b>
Iroquois County to Kankakee (service mainly to dialysis unit located in Kankakee)	Three times a week
Iroquois County to Champaign (service primarily medical)	Every Tuesday
Ford County to Champaign (service primarily medical)	2 <sup>nd</sup> and 4 <sup>th</sup> Monday

**Note: Use additional pages if necessary.**

**3. Services Provided to Out-of-State Destinations**

The services provided by a Section 5311 project may include destinations across a state line. Operators of interstate service are required to register with the Federal Motor Carrier Safety Administration (FMCSA). Projects that provide service to out-of-state destinations on a regular, periodic, or even an infrequent basis must notify IDOT for additional guidance.

Each project must complete this section of the application. You must check one of the following boxes:

- This project operates regular or special transit service to out-of-state destinations on a regular, periodic, or infrequent basis.
- This project never operates regular or special service to out-of-state destinations.

**C. Proposed Service Levels**

**1. Passenger Trips**

In this section, project the total number of passenger trips to be provided under the project by all operators of public transportation services: For purposes of completing this section, "Trip" is defined as a one-way trip by a transit vehicle in revenue service starting at one point of a route and ending at another point. A round trip is counted as two separate trips. Transfers (if applicable), are counted separately and should not be reported here.

Projected number of total system (all operators) passenger trips: 32,000

If there is more than one operator of public transit services under the project, provide the number of projected total passenger trips by operator. In completing this table, IDOT notes that operators may be engaged in other, non-public transit services that are not eligible for reimbursement under the project. Operators should identify total passenger trips and trips to be operated in public transit service in accordance with the project service plan:

Operator	Total Number of Passenger Trips Provided by Operator
SHOW BUS	32,000

**2. Vehicle Miles & Peak Vehicle Use**

In this section, project the total number of vehicle miles to be provided under the project by all operators of public transportation services:

Projected number of total system (all operators) vehicle miles : 250,000

If there is more than one operator of public transit services under the project, provide the number of projected total vehicle miles by operator. In completing this table, IDOT notes that operators may be engaged in other, non-public transit services that are not eligible for reimbursement under the project. Operators should identify total mileage and mileage to be operated in public transit service in accordance with the project service plan:

Operator	Total Number of Vehicle Miles Provided by Operator
SHOW BUS	250,000

In this section, project the total number of Peak Vehicles. Peak Vehicles is calculated by determining the maximum number of vehicles needed for any given service hour for all operators of public transportation services, in any given day:

Projected number of total system (all operators) Peak Vehicles: Eleven

**3. Intercity Bus Service**

Intercity bus service miles (estimated) 50,000

**4. Charter Services**

Charter Service means transportation using buses or vans, or facilities funded by the Federal Transit Administration of a group of persons who pursuant to a common purpose, under a single contract, at a fixed charge (in accordance with the carrier's tariff) for the vehicle or service, have acquired the exclusive use of the vehicle or service to travel together under an itinerary either specified in advance or modified after having left the place of origin.

C. Operating Entity Certification

For each proposed operator(s) please provide a fully completed and executed copy of the following (*this document should be completed and signed by the operator, if different from the grantee/applicant*):

Robert O. Bertsche hereby certifies that  
(Name of Authorized Official)

Meadows Mennonite Retirement Community, d/b/a SHOW BUS is organized as :  
(Name of Operator Agency)

(Check one)

- |  |   |
|--|---|
| <input type="checkbox"/> An individual                   | <input type="checkbox"/> a partnership        |
| <input checked="" type="checkbox"/> A private non-profit | <input type="checkbox"/> a private for-profit |
| <input type="checkbox"/> A municipal corporation         | <input type="checkbox"/> other                |

And that Meadows Mennonite Retirement Community, d/b/a SHOW BUS's  
(Name of operator)

Federal Employer's Identification Number

is 37-7091831.

Robert O. Bertsche, CEO  
Officer or Official Signature

CEO, Meadows Mennonite Retirement Community, d/b/a SHOW BUS  
Title

3/23/04  
Date

**D. Grantee Contact Person**

Please list the Grantee's contact person responsible for project and financial oversight:

Name: Michael Behary

Title: Grant Project Manager for McLean County

Phone: 309-888-5160

Fax Number: 309-888-5768

E-Mail: mbehary@McLean.gov

**E. Operator Contact Person(s)**

Please list the Operator's contact person(s) responsible for project and financial management:

<b>Operator</b>	<b>Contact Name</b>	<b>Title</b>	<b>Phone</b>	<b>E-Mail</b>
SHOW BUS	Laura Dick	Director	309-747-2454	showbus@gridcom.net

**F. Lower Tier Relationship Between Grantee and Operator**

There are two circumstances when a grantee can enter into a lower tier relationship with a third party to deliver Section 5311 services. First, a grantee follows either state (under the common rule) or Federal procedures outlined in FTA Circular 4220.1D to competitively secure the services of a contractor (using micro purchase, small purchase, Invitation for Bid (IFB), or Request For Proposal procedures (RFP)) to deliver all or some component of Section 5311 services. Second, a state may elect to grant Section 5311 funds to a subrecipient through an intermediary subrecipient, a practice expressly permitted pursuant to FTA Circular 9040.1E, Chapter IV, paragraph 3. FTA uses the example of a state that might pass funds to a nonprofit organization through a local public body. FTA notes that this type of arrangement is not a third party contract.

**B. Operator Organization and Level of Human Resource Effort**

In this section, provide a description of the level of effort that will be provided by each operator providing service in the project. List the staff positions, by job title, in the following table. List both personnel whose time will be charged to the project, either as a direct or indirect expense by typing "Direct" or "Indirect" in the second column. Also list if the position will be charged to the Administrative category ("Admin") or the Operating category ("Op"). Finally, list the approximate or estimated number of staff, expressed in terms of Full-Time Equivalents (FTEs) in the last column.

Submit one table for each operator.

**Operator's Proposed Transportation Employee Utilization: FY 2005**

Operator: SHOW BUS

Job Title	Direct or Indirect Staff Position	Administration or Operating? (Admin or Op)	Estimated Full-Time Equivalents (FTEs)
Director	Direct	Admin	1
Office Manager/Bookkeeper	Direct	Admin	.5
Clerical	Direct	Admin	1
Dispatch	Direct	Op	.5
Drivers	Direct	Op	7.5

For each operator, submit with this application an organization chart showing all functional divisions of the entity with a detailed organizational breakdown of the transportation unit as Attachment III.

## IX. Intercity Bus Operating Assistance Requests

### A. Project Description

Existing Component       Expanded       New

Detailed Description of Proposed Intercity Bus Service. For existing service the applicant must submit a printed schedule or timetable for intercity bus service. (Attach additional pages if necessary)

Please see attached schedule.

### B. Geographical Service Area

Please provide a description of the geographical areas to be served by the intercity bus project (attach additional pages if necessary):

Please refer to the attached schedule.

### C. Project Justification

Please provide the project justification for this intercity bus project (attach additional pages if necessary).

Other than the service provided by SHOW BUS, there are no other public transportation systems offering service between the above destinations. In most instances, people are traveling to destinations offering medical or shopping opportunities not available in smaller cities.

### D. Proposed Intercity Bus Project Operating Assistance Budget

Use the following budget format for Proposed Intercity Bus Operating Assistance requests.

Preparers of this application are advised to consult the IDOT 5310/5311 Grant Management Manual for further guidance on this section.



## Estimated Intercity Bus Project Financing

### FY 2005 Mileage Share Calculation

A.	Projected Total Section 5311 Program Mileage	<u>D250,000</u>
B.	Projected Total Intercity Bus Mileage	<u>E50,000</u>
C.	Percentage Intercity Bus (D divided by E)	<u>F20%</u>
G.	Total Section 5311 Operating Assistance (50% of deficit)	<u>\$95,288</u>
H.	Intercity Bus Operating Component (F x G)	<u>\$19,058</u>
I.	Total Section 5311 Adm. Assistance(80% of cost maximum)	<u>\$196,387</u>
J.	Intercity Bus Administrative Component (F x I)	<u>\$39,277</u>
K.	Total Local Share (total non FTA/IDOT funds)	<u>\$267,181</u>
L.	Total Intercity Bus Component (H + J)	<u>\$58,335</u>
M.	Total Non Intercity Bus (G+I-L)	<u>\$233,340</u>
	Total Program Cost (K+ L+ M)	<u>\$558,856</u>

APPLICATION FOR  
FEDERAL ASSISTANCE

2. DATE SUBMITTED April 20, 2004		Applicant Identifier	
3. DATE RECEIVED BY STATE		State Application Identifier	
4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier	
1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	
5. APPLICANT INFORMATION Legal Name: McLean County		Organizational Unit:	
Address (give city, county, State and zip code): McLean County Law & Justice Center 104 W Front Street, 7th Floor Bloomington, IL 61701		Name and telephone number of person to be contacted on matters involving this application (give area code) Mike Behary 309-888-5160	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 37-6001569		7. TYPE OF APPLICANT: (enter appropriate letter) <u>B</u> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organizer N. Other (Specify) _____	
8. TYPE OF APPLICATION: ___ New <input checked="" type="checkbox"/> Continuation ___ Revision If Revision, enter appropriate letter(s) A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (Specify): _____		9. NAME OF FEDERAL AGENCY: Federal Transit Administration	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: Section 5311 <u>20 - 509</u> TITLE: Operating Assistance Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Public transportation operating assistance grant program for the non-urbanized areas of the State of Illinois and a grant for the Rural Public Transportation Assistance Program.	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Non-urbanized counties and cities in the downstate Illinois area.		13. PROPOSED PROJECT	
14. CONGRESSIONAL DISTRICTS OF: a. Applicant Johnson, Weller		b. Project Johnson, Weller	
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE <u>April 20, 2004</u> b. NO. ___ PROGRAM IS NOT COVERED BY E. O. 12372 ___ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
a. Federal \$ 291,675.00		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? ___ Yes If "Yes," attach an explanation <u>X</u> No	
b. Applicant \$			
c. State \$			
d. Local \$ 225,681.00			
e. Other \$			
f. Program Income \$ 41,500.00			
g. TOTAL \$ 558,856.00			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Type Name of Authorized Representative Michael Sweeney		b. Title Chairman, McLean County Board	c. Telephone Number 309-888-5110
d. Signature of Authorized Representative		e. Date Signed	

**FINANCIAL DATA**  
**PROPOSED FY 2005 BUDGET**

**Exhibit B**

**REVENUES**

Item	Description	AGENCY	SECTION 5311	PROJECT INCOME	LOCAL MATCH
		TOTAL (ALL TRANSIT)	TOTAL BUDGETED	(Proposed)	(Proposed)
401.01	Full Adult Fare	\$ 15,500.00	\$ 15,500.00	\$ 15,500.00	
401.02	Senior Citizen Fares	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	
401.03	Student Fares				
401.04	Child Fares				
401.05	Disabled Rider Fares				
401.06	Parking Lot Fares				
401.99	Other Rider Fares				
402.00	Special Transit Fares	\$ 123,000.00	\$ 123,000.00		\$ 123,000.00
403.00	School Bus Service				
404.00	Freight Tariffs				
405.00	Charter Service Revenues				
406.00	Auxiliary Revenues				
407.01	Sales of Maintenance Service				
407.02	Rental of Revenue Vehicles				
407.03	Rental of Buildings & Property				
407.99	Other Non-transportation Revenue				
408.00	Taxes Levied by Transit System				
409.00	Local Cash Grants	\$ 35,000.00	\$ 35,000.00		\$ 35,000.00
410.01	Local Disabled Fare Assistance				
410.02	Local Senior Fare Assistance				
410.03	Local Student Fare Assistance				
410.99	Other Local Special Fare Assistance				
411.00	State Cash Grants				
412.00	State Special Fare Assistance				
413.00	Federal Cash Grants (Section 18)	\$ 291,675.00	\$ 291,675.00		
414.00	Interest Income				
430.01	Contributed Services - Allowable				
430.03	Contributed Services - Unallowable				
430.04	Contra Account for 430.03				
431.00	Contributed Cash	\$ 67,681.00	\$ 67,681.00		\$ 67,681.00
440.00	Subsidy From Other Sources				
		AGENCY	SECTION 5311	PROJECT INCOME	LOCAL MATCH
		TOTAL	TOTAL	(Proposed)	(Proposed)
		(ALL TRANSIT)	BUDGETED		
(Exclude gray areas from total)		\$ 267,181.00	\$ 267,181.00	\$ 41,500.00	\$ 225,681.00
<b>TOTAL REVENUE 401 - 440</b>		<u>\$ 267,181.00</u>	<u>\$ 267,181.00</u>	<u>\$ 41,500.00</u>	<u>\$ 225,681.00</u>

PROPOSED FY 2005 BUDGET  
EXPENSES

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
<b>LABOR</b>					
501.01	Operator's Salaries & Wages	\$ 136,250.00	\$ 136,250.00		\$ 136,250.00
501.02	Training Salaries & Wages				
501.03	Dispatcher's Salaries & Wages	\$ 11,330.00	\$ 11,330.00		\$ 11,330.00
501.04	Administrative Salaries & Wages	\$ 88,200.00	\$ 88,200.00	\$ 88,200.00	
501.99	Other Salaries & Wages				
	<b>TOTAL</b>	<b>\$ 235,780.00</b>	<b>\$ 235,780.00</b>	<b>\$ 88,200.00</b>	<b>\$ 147,580.00</b>
<b>FRINGE BENEFITS</b>					
502.01	FICA	\$ 19,570.00	\$ 19,570.00	\$ 7,210.00	\$ 12,360.00
502.02	Pensions & Long Term Disability	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 2,500.00
502.03	Health Insurance	\$ 20,900.00	\$ 20,900.00	\$ 10,450.00	\$ 10,450.00
502.04	Dental Plans				
502.05	Life Insurance	\$ 1,350.00	\$ 1,350.00	\$ 675.00	\$ 675.00
502.06	Short Term Disability				
502.07	Unemployment Insurance				
502.08	Worker's Compensation	\$ 15,900.00	\$ 15,900.00	\$ 432.00	\$ 15,468.00
502.09	Sick Leave	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00
502.10	Holiday				
502.11	Vacation	\$ 24,700.00	\$ 24,700.00	\$ 10,700.00	\$ 14,000.00
502.12	Other Paid Absence				
502.13	Uniform Allowance	\$ 2,200.00	\$ 2,200.00		\$ 2,200.00
502.99	Other Fringe Benefits	\$ 4,120.00	\$ 4,120.00	\$ 1,545.00	\$ 2,575.00
	<b>TOTAL</b>	<b>\$ 93,740.00</b>	<b>\$ 93,740.00</b>	<b>\$ 32,512.00</b>	<b>\$ 61,228.00</b>
<b>SERVICES</b>					
503.01	Management Services				
503.02	Advertising Services	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
503.03	Professional & Technical Services	\$ 28,300.00	\$ 28,300.00	\$ 28,300.00	
503.04	Tempory Services	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
503.05	Contract Maintenance	\$ 31,100.00	\$ 31,100.00	\$ 1,230.00	\$ 29,870.00
503.06	Custodial Services				
503.07	Security Services				
503.99	Other Services	\$ 6,700.00	\$ 6,700.00		\$ 6,700.00
	<b>TOTAL</b>	<b>\$ 69,100.00</b>	<b>\$ 69,100.00</b>	<b>\$ 30,530.00</b>	<b>\$ 38,570.00</b>

PROPOSED FY 2005 BUDGET (Continued)

EXPENSES

Item	Description	AGENCY	SECTION 5311	SECTION 5311	SECTION 5311
		TOTAL (ALL TRANSIT)	TOTAL BUDGETED	ADMINISTRATION (Proposed)	OPERATING (Proposed)
<b>MATERIALS &amp; SUPPLIES</b>					
504.01	Fuel & Lubricants Consumed	\$ 46,350.00	\$ 46,350.00		\$ 46,350.00
504.02	Tires & Tubes Consumed	\$ 4,120.00	\$ 4,120.00		\$ 4,120.00
504.03	Inventory Purchases	\$ 7,700.00	\$ 7,700.00	\$ 6,000.00	\$ 1,700.00
504.99	Other Materials & Supplies	\$ 825.00	\$ 825.00	\$ 425.00	\$ 400.00
	<b>TOTAL</b>	<b>\$ 58,995.00</b>	<b>\$ 58,995.00</b>	<b>\$ 6,425.00</b>	<b>\$ 52,570.00</b>
<b>UTILITIES</b>					
505.02	Telephone	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	
505.99	Other, i.e. Natural Gas, Electric, etc.	\$ 824.00	\$ 824.00		\$ 824.00
	<b>TOTAL</b>	<b>\$ 8,824.00</b>	<b>\$ 8,824.00</b>	<b>\$ 8,000.00</b>	<b>\$ 824.00</b>
<b>CASUALTY &amp; LIABILITY</b>					
506.01	Physical Damage Insurance	\$ 26,800.00	\$ 26,800.00	\$ 26,800.00	
506.03	Liability & Property Insurance	\$ 35,400.00	\$ 35,400.00	\$ 35,400.00	
506.04	Uninsured Settlements				
506.05	Provisions for Uninsured Settlements				
506.06	Recoveries of Settlements				
506.08	Other Corporate Insurance				
506.99	Other Insurance				
	<b>TOTAL</b>	<b>\$ 62,200.00</b>	<b>\$ 62,200.00</b>	<b>\$ 62,200.00</b>	
<b>TAXES</b>					
507.00	<b>TOTAL</b>	<b>\$ 360.00</b>	<b>\$ 360.00</b>	<b>\$ 360.00</b>	
<b>PURCHASED TRANSPORTATION</b>					
508.00	<b>TOTAL</b>				
<b>MISCELLANEOUS</b>					
509.01	Dues & Subscriptions	\$ 800.00	\$ 800.00	\$ 800.00	
509.02	Travel & Meetings	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	
509.03	Bridge, Tunnel, & Highway Tolls				
509.04	Entertainment Expense				
509.05	Charitable Donations				
509.06	Fines & Penalties				
509.07	Bad Debt Expense				
509.08	Advertising/Promotion Media	\$ 1,957.00	\$ 1,957.00	\$ 1,957.00	
	<b>TOTAL (Excluding Grey Areas)</b>	<b>\$ 5,557.00</b>	<b>\$ 5,557.00</b>	<b>\$ 5,557.00</b>	

PROPOSED FY 2005 BUDGET (Continued)  
EXPENSES

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
<b>INTEREST</b>					
511.01	Long Term Debt Obligation	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00	
511.02	Short Term Debt Obligation				
	<b>TOTAL</b>	<u>\$ 6,200.00</u>	<u>\$ 6,200.00</u>	<u>\$ 6,200.00</u>	
<b>LEASES &amp; RENTALS</b>					
512.01	Transit Way Structures, etc.				
512.02	Passenger Stations				
512.03	Passenger Parking Facilities				
512.04	Passenger Revenue Vehicles				
512.05	Service Vehicles	\$ 3,100.00	\$ 3,100.00		\$ 3,100.00
512.06	Operating Yards or Stations	\$ 9,500.00	\$ 9,500.00		\$ 9,500.00
512.07	Maintenance Facilities				
512.10	Data Processing Facilities				
512.11	Revenue Collection Facilities				
512.12	Other Administrative Facilities	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	
	<b>TOTAL</b>	<u>\$ 18,100.00</u>	<u>\$ 18,100.00</u>	<u>\$ 5,500.00</u>	<u>\$ 12,600.00</u>
<b>DEPRECIATION &amp; AMORTIZATION</b>					
513.00	TOTAL				
<b>CONTRIBUTED SERVICES</b>					
530.00	TOTAL				
<b>INELIGIBLE EXPENSES</b>					
550.00	TOTAL				
<b>ICR</b>	<b>Indirect Cost Rate</b>				
		AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
(Exclude grey areas from total)		<u>\$ 558,856.00</u>	<u>\$ 558,856.00</u>	<u>\$ 245,484.00</u>	<u>\$ 313,372.00</u>
<b>TOTAL EXPENSES 501 - 530 &amp; ICR</b>					

## FEDERAL FY 2005 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE

Name of Applicant: McLean County

The Applicant agrees to comply with applicable requirements of Categories 1 - 16. (The Applicant may make this selection in lieu of individual selections below.)

OR

The Applicant agrees to comply with the applicable requirements of the following Categories it has selected (Note: IDOT Section 5311 Projects Must Select Items (1) through (11) and (15)).

- |      |   |                                     |
|------|---|-------------------------------------|
| (1)  | Certifications and Assurances Required of Each Applicant  | <input checked="" type="checkbox"/> |
| (2)  | Lobbying Certification  | <input checked="" type="checkbox"/> |
| (3)  | Certification Pertaining to Effects on Private Mass Transportation Companies  | <input checked="" type="checkbox"/> |
| (4)  | Public Hearing Certification for a Project with Substantial Impacts   | <input checked="" type="checkbox"/> |
| (5)  | Certification for the Purchase of Rolling Stock   | <input checked="" type="checkbox"/> |
| (6)  | Bus Testing Certification   | <input checked="" type="checkbox"/> |
| (7)  | Charter Service Agreement   | <input checked="" type="checkbox"/> |
| (8)  | School Transportation Agreement   | <input checked="" type="checkbox"/> |
| (9)  | Certification for Demand Responsive Service   | <input checked="" type="checkbox"/> |
| (10) | Prevention of Alcohol Misuse and Prohibited Drug Use Certification  | <input checked="" type="checkbox"/> |
| (11) | Certification Required for Interest and Other Financing Costs   | <input checked="" type="checkbox"/> |
| (12) | Intelligent Transportation Systems Program Assurance  | <input type="checkbox"/>            |
| (13) | Certifications and Assurances for the Urbanized Area Formula Program, the Job Access and Reverse Commute Program, and the Clean Fuels Formula Program | <input type="checkbox"/>            |
| (14) | Certifications and Assurances for the Elderly and Persons with Disabilities Program   | <input type="checkbox"/>            |
| (15) | Certifications and Assurances for the Nonurbanized Area Formula Program   | <input checked="" type="checkbox"/> |
| (16) | Certifications and Assurances for the State Infrastructure Bank (SIB) Program   | <input type="checkbox"/>            |

FEDERAL FISCAL YEAR 2005 FTA CERTIFICATIONS AND ASSURANCES

(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

Name of Applicant: McLean County

Name and Relationship of Authorized Representative:

Michael Sweeney, McLean County Board Chairman

BY SIGNING BELOW I, Michael Sweeney, on behalf of the Applicant, declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and administrative guidance required for each application it makes to the Illinois Department of Transportation for Federal Transit Administration (FTA) in Federal Fiscal Year 2005.

FTA intends that the certifications and assurances the Applicant selects on page 1 of this document, as representative of the certifications and assurances in Exhibit C, should apply, as required, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2005.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to IDOT/FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with the Nonurbanized Area Formula Program, 49 U.S.C. 5311, and may apply to any other certification, assurance, or submission made in connection with any other program administered by FTA.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Name Michael Sweeney  
*Authorized Representative of Applicant*



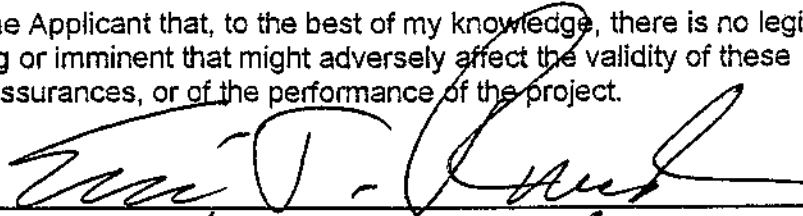
AFFIRMATION OF APPLICANT'S ATTORNEY

for McLean County

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature \_\_\_\_\_



Date: \_\_\_\_\_

March 29, 2004

Name \_\_\_\_\_

Eric T. Ruud

Applicant's Attorney

Each Applicant for FTA financial assistance (except 49 U.S.C. 5312(b) assistance) and each FTA Grantee with an active capital or formula project must provide an Attorney's affirmation of the Applicant's legal capacity.

## McLean County Board Resolution

Number \_\_\_\_\_

Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1964, as amended (49 U.S.C. § 5311).

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended (49 U.S.C. § 5311), makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1964, as amended (49 U.S.C. § 5311).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF McLean County:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended (49 U.S.C. § 5311), for the purpose of off-setting a portion of the Public Transportation Program operating deficits of McLean County.

Section 2. That while participating in said operating assistance program McLean County will cause to be provided all required local matching funds.

Section 3. That the Board Chairman of McLean County is hereby authorized and directed to execute and file on behalf of the McLean County such application.

Section 4. That the Board Chairman of McLean County is authorized to furnish such additional information as may be required by the Division of Public Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Board Chairman of McLean County is hereby authorized and directed to execute and file on behalf of the McLean County all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of the Section 5311 of the Federal Transit Act of 1964, as amended (49 U.S.C. § 5311).

Section 6. That the Board Chairman of McLean County is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

PRESENTED and ADOPTED this 20<sup>th</sup> day of April, 2004

ATTEST:

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton,  
County Clerk  
McLean County, Illinois

\_\_\_\_\_  
Michael Sweeney,  
Chairman  
McLean County Board

## Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF MCLEAN COUNTY:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, McLean County Board hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the McLean County Board on the 20<sup>th</sup> day of April,  
2004.  
Officer or Official of Applicant

\_\_\_\_\_  
Signature of Authorized Official

Chairman, McLean County Board  
Title

\_\_\_\_\_  
Date

## SPECIAL SECTION 5333(b) WARRANTY FOR APPLICATION TO THE SMALL URBAN AND RURAL PROGRAM

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under 49 U.S.C. Section 5311:

### A. General application

The Public Body ("McLean County") agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the Project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of non-compliance by the Department of Labor.

### B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service or operation assisted by Federal funds, but shall include any changes, whether organizational, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement. An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model agreement or applicable provisions of substitute comparable arrangements.

## Applicant's Certification Of Intent

Applicant: McLean County

Address: McLean County Law and Justice Center, 7<sup>th</sup> Floor

104 West Front Street, POBox 2400

Bloomington, IL 61702-2400

<u>Michael Behary</u>	<u>Grantee Project Manager</u>	<u>309-888-5160</u>
Contact Person	Title	Telephone

309-888-5768  
Fax Number

mbehary@Mclean.gov  
E-Mail Address

The applicant hereby applies to the State of Illinois through the Illinois Department of Transportation, Division of Public Transportation for grants under Article III of the Downstate Public Transportation Act for operating and administrative assistance for public transportation service.

I hereby certify that I have reviewed this application including all attachments and information, and have found it to be true and correct.

Officer or Official of Applicant

\_\_\_\_\_  
Signature

McLean County Board Chairman  
Title

\_\_\_\_\_  
Date

## Ordinance

ORDINANCE NO. \_\_\_\_\_  
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN MCLEAN COUNTY, ILLINOIS

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, McLean County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the President and the County Board of McLean County that

Section 1: McLean County shall hereby provide public transportation within the (county or counties) limits.

Section 2. The County Clerk of the County of McLean shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the Chairman of the Board of McLean County is hereby authorized and directed to execute and file on behalf of McLean County a Grant Application to the Illinois Department of Transportation.

Section 5. That the Chairman of the Board of McLean County is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation.

ADOPTED by the County Board of McLean County on the 20<sup>th</sup> Day of April, 2004.

ATTEST:

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton,  
County Clerk  
McLean County, Illinois  
Clerk of \_\_\_\_\_ County, Illinois

\_\_\_\_\_  
Michael Sweeney,  
Chairman  
McLean County Board

FY2005 APPLICATION

EXHIBIT I  
McLean County

SECTION 5311 NON-VEHICLE CAPITAL ASSET INVENTORY

Grantee	Capital Asset Use or Description	Contact Number	State Grant Number	Fed. Grant Number	Total Purchase Price	State Funds %	Fed. Funds \$	Fed. %	Local Funds \$	Local %	Date in Service / Purchase	Condition of Asset G, F, P	Date Last Inspected	Date of Disposition
McLean County	Def computer/intr	3136	RPT-01-014	IL-18-X016-17	2,263.00	100%	\$ 1,731.50	50%	\$ 1,731.50	50%	Jan-01	F	03/01/04	
McLean County	GTX Radio 867FBG0480	3114	CAP-00-731-ILL		480.00	100%	480.00				Jul-01	F	03/01/04	
McLean County	GTX Radio 867FBG1359	3114	CAP-00-731-ILL		480.00	100%	480.00				Jul-01	F	03/01/04	
McLean County	GTX Radio 867FBG1345	3114	CAP-00-731-ILL		480.00	100%	480.00				Jul-01	F	03/01/04	
McLean County	GTX Radio 867FBG0489	3114	CAP-00-731-ILL		480.00	100%	480.00				Jul-01	F	03/01/04	
McLean County	GTX Radio 867FBG1307	3114	CAP-00-731-ILL		480.00	100%	480.00				Jul-01	F	03/01/04	
McLean County	GTX Radio 867FBG1356	3114	CAP-00-731-ILL		480.00	100%	480.00				Jul-01	F	03/01/04	
McLean County	GTX Radio 867FBL 1141	3114	CAP-00-731-ILL		480.00	100%	480.00				Jul-01	F	03/01/04	
McLean County	GTX Radio 867FBL 1144	3114	CAP-00-731-ILL		480.00	100%	480.00				Jul-01	F	03/01/04	
McLean County	Gateway Computer 28047424	3212	CAP-01-776-ILL		1,759.00	100%	1,759.00				Aug-02	G	03/01/04	
McLean County	Gateway Computer 28047425	3212	CAP-01-776-ILL		1,759.00	100%	1,759.00				Aug-02	G	03/01/04	
McLean County	GTX Radio 867FCL0608	3212	CAP-01-776-ILL		550.00	100%	550.00				May-02	G	03/01/04	
McLean County	GTX Radio 867FCL0609	3212	CAP-01-776-ILL		550.00	100%	550.00				May-02	G	03/01/04	
McLean County	GTX Radio 867FCL0610	3212	CAP-01-776-ILL		550.00	100%	550.00				May-02	G	03/01/04	
McLean County	GTX Radio 867FCL0611	3212	CAP-01-776-ILL		550.00	100%	550.00				May-02	G	03/01/04	
McLean County	GTX Radio 867FCL0612	3212	CAP-01-776-ILL		550.00	100%	550.00				May-02	G	03/01/04	
McLean County	GTX Radio 867FCL0613	3212	CAP-01-776-ILL		550.00	100%	550.00				May-02	G	03/01/04	
McLean County	GTX Radio 867FCL0614	3212	CAP-01-776-ILL		550.00	100%	550.00				May-02	G	03/01/04	
McLean County	MTX Radio	3386	CAP-03-843-ILL		2,445.00	100%	2,445.00				Apr-03	F	03/01/04	
McLean County	Copper 31705085													

MCLEAN COUNTY

SECTION 5311 VEHICLE INVENTORY SUMMARY

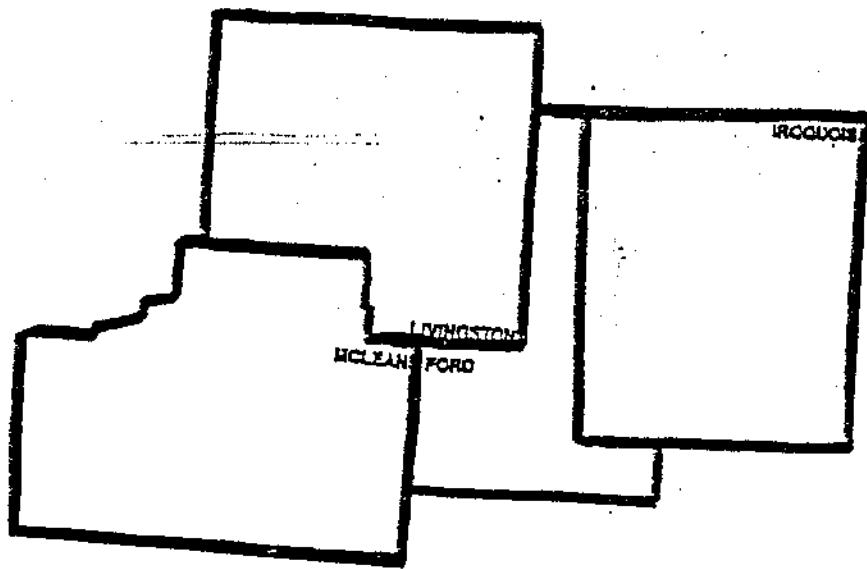
VEHICLE CONDITION CODE VEHICLE STATUS CODE

EXCELLENT  
GOOD  
FAIR  
POOR  
INOPERABLE

ACTIVE  
RESERVE  
OUT OF SERVICE  
REPLACED  
DISPOSED

VIN	OWNER	OPERATOR	BUS FLEET NUMBER	CHASSIS YEAR	CHASSIS MANUFACTURER	VEHICLE TYPE	VEHICLE LENGTH	STATE GRANT NUMBER	FED GRANT NUMBER	DATE IN SERVICE/ PURCHASE	FTA ELIGIBLE SERVICE/ REPLACEMENT DATE	CURRENT MILEAGE	VEHICLE CONDITION	DATE OF LAST INSPECTION	VEHICLE STATUS
1F1J3G9RHB7892	McLean County	SHOW BUS	3	94	Ford	Raised roof van	20'	CAP-94-860-ILL		12/01/94	1994	119,271	F	02/01/04	Res
2B6K831Z1TK184688	Meadows/SHOW BUS	SHOW BUS	4	96	Dodge	Raised roof van	20'	CAP-96-535	IL-16-0015	10/17/96	1996	98,721	F	02/01/04	Res
4CDK5E2Z2106428	Meadows/SHOW BUS	SHOW BUS	11	93	MST	Heavy Duty	23.3'	CAP-92-401 FED	IL-16-0016	05/01/93	1993	0/5	I	02/01/04	DIS
1FDLE40F2W1B32790	Meadows/SHOW BUS	SHOW BUS	14	97	Ford	Medium Duty	23.3'	IL-97-559 FED	IL-16-0021	07/26/97	1997	178,027	F	02/01/04	A
1FDXE40F3W1B91379	McLean County	SHOW BUS	15	98	Ford	Medium Duty	23.3'	CAP-98-616		12/14/98	1998	138,132	F	02/01/04	A
2BTLB31Z9WK158253	McLean County	SHOW BUS	16	98	Dodge	Raised roof van	20'	CAP-98-616		12/14/98	1998	151,786	F	02/01/04	A
2B6LB31Z5YK121040	Meadows/SHOW BUS	SHOW BUS	17	2000	Dodge	Raised roof van	20'	LOCAL		07/10/00	2000	88,516	G	02/01/04	A
2BTLB31Z1YK168458	McLean County	SHOW BUS	18	2000	Dodge	Raised roof van	20'	CAP-00-690-ILL		07/20/00	2000	67,452	G	02/01/04	A
1FDXE45F0YHC01202	McLean County	SHOW BUS	19	2000	Ford	Medium Duty	23.3'	CAP-00-690-ILL		11/03/00	2000	103,462	G	02/01/04	A
1FDXE45F5YHC01227	McLean County	SHOW BUS	20	2000	Ford	Medium Duty	23.3'	CAP-00-690-ILL		11/27/00	2000	84,061	G	02/01/04	A
1FDWE35L5H82792	McLean County	SHOW BUS	21	2003	Ford	Light Duty	20'	CAP-02-791-CVP	IL-03-0225	12/20/02	2002	40,960	E	02/01/04	A
1FDXE45F2Z1B40536	McLean County	SHOW BUS	22	2002	Ford	Medium Duty	23.3'	CAP-02-791-CVP	R-03-0225	01/24/03	2003	39,557	E	02/01/04	A
1FDXE45F4Z1B40539	McLean County	SHOW BUS	23	2002	Ford	Medium Duty	23.3'	CAP-01-743-CVP	B-03-0213	01/24/03	2003	35,040	E	02/01/04	A
1FDXE45F0JH86036	McLean County	SHOW BUS	24	2003	Ford	Medium Duty	23.3'	CAP-03-855-CVP	IL-16-2018	02/20/04	2004	1,452	E	02/01/04	A





## **Attachment II**

**Copies of Minutes, Letters, RFPs, and Other  
Documentation that Describe the Applicant's Efforts to  
Involve the Private Sector in the Project.**

## Providers List for 2005 Application

Circle City Cab  
1001 West Washington Street  
Bloomington, IL 61701

The ARC  
700 E. Elm Street  
Watseka, IL 60970

American City Cab Co.  
513 East Locust Street  
Bloomington, IL 61701

Bee Express Taxi Cab  
100 N. Main Street  
Pontiac, IL 61764

Dehm Bus Service  
8 N. 3<sup>rd</sup>  
Chatsworth, IL 60921

Ryder Student Transportation  
1103½ E. Croxton Avenue  
Bloomington, IL 61701

Volunteer Services of Iroquois County  
1001 E. Grant Street  
Watseka, IL 60970

TLC Express  
334 ½ E. Baker Street  
Bloomington, IL 61701

St. Mary's Hospital  
111 East Spring Street  
Streator, IL 61364

Wilken Bus Service  
1565 N. 600 E Road  
Onarga, IL 60955

Willow Estates Cooperative, Inc.  
RR 1 Box W-27  
Beaverville, IL 60912

Red Top Cab  
208 North Morris Avenue  
Bloomington, IL 61701

Elegant Limousines  
112 E. Jefferson  
Bloomington, IL 61701

**COPY**



DEPARTMENT OF BUILDING & ZONING

(309) 888-5160 Fax (309) 888-5768

104 W. Front, Room 707 P.O. Box 2400

Bloomington, Illinois 61702-2400

March 25, 2004

Elegant Limousines  
112 E. Jefferson  
Bloomington, IL 61701

**COPY**

*Sample*

**RE:** Opportunity to Provide Rural Public Transportation in McLean, Livingston, Ford & Iroquois Counties

Dear Transportation Provider:

McLean County applies annually to the Illinois Department of Transportation (IDOT) on behalf of the four above named counties for Section 5311 federal transit funding to help fund rural public transportation. These funds have been received since 1988 to operate rural public transportation in McLean and Livingston Counties. Ford County was added in 1989. Iroquois County was added in 1992.

SHOW BUS, which is sponsored by Meadows Mennonite Retirement Community, is currently the provider of this service. SHOW BUS offers public transportation in the four county area Monday through Friday. Service is open to wheelchair passengers as well as to those who are ambulatory.

According to Section 5311 requirements, private transportation providers in the four county area need to be informed about this service and asked if they are interested in participating in a contract for service arising from a funding agreement under the Section 5311 Rural Public Transportation Funding Assistance Program. Any provider would need to deliver all of the transportation obligations under the terms of the contract with IDOT for the four county area.

Please contact me by April 5, 2004 if you are interested in providing this public transportation or if I can be of further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Michael Behary".

Mike Behary, County Planner  
Grantee Project Manager

SHOW BUS ORGANIZATIONAL CHART

Meadows Mennonite Retirement Community

MMRC Board

MMRC CEO

SHOW BUS

Advisory Council

Director

Volunteers

Drivers

Dispatch

Office Mgr/Bookkeeper

Secretarial

**ILLINOIS DEPARTMENT OF TRANSPORTATION**

**2004 CONSOLIDATED VEHICLE PROCUREMENT  
ROLLING STOCK  
CAPITAL ASSISTANCE  
APPLICATION**

**STOP! IF YOU ARE SEEKING VEHICLE REPLACEMENT (S), BE SURE THAT YOU MEET ALL ELIGIBILITY REQUIREMENTS. SEE PAGE 5 (PART III, SECTION E). IF YOU DO NOT MEET THESE REQUIREMENTS, DO NOT SUBMIT FOR REPLACEMENT.**

LEGAL NAME of Applicant Agency  McLean County	Date of Application Filing  April 15, 2004
Street/Mailing Address, City, and Zip Code (Not just P.O.Box) McLean County Law and Justice Center 104 West Front Street, POBox 2400 Bloomington, IL 61702-2400	County  McLean County
Briefly list area served by Applicant (List counties, city, areas as applicable) (Detail in Part 5, Page 8)  Ford, Iroquois, Livingston and McLean Counties	Type of Applicant (from pg. 3 A)  Federal Section 5311 Grantee
Federal Tax Identification Number  37-6001569	Illinois State Tax Exempt Number E-9994-9946-03
Contact Person  Mike Behary	Address (if other)  Title Planner
Contact: Tel. ( 309 ) 888-5160  Fax.( 309 ) 888-5768	

**ALL APPLICANTS MUST ANSWER THESE QUESTIONS:**

DOES A MINORITY GROUP MANAGE YOUR ORGANIZATION OR IS OPERATION MINORITY BASED?	<input type="radio"/> YES	<input checked="" type="radio"/> NO
DOES YOUR AGENCY PROVIDE SERVICE TO MINORITIES?	<input checked="" type="radio"/> YES	<input type="radio"/> NO
YEAR THE AGENCY LAST APPLIED FOR CVP VEHICLE: <u>2003</u> YEAR LAST GRANTED/RECEIVED: <u>RECEIVED</u> AWARD LETTER IN JANUARY, 2003 FOR VEHICLES DELIVERED/TO BE DELIVERED EARLY 2004.		

By this application, it is the intent of McLean County to request vehicle(s) through the State of Illinois' Consolidated Vehicle Procurement (CVP) program; and will meet all applicable state, federal and local procurement requirements. I certify that the information and statements provided in this application, and all supporting documents are correct and complete.

\_\_\_\_\_ Tel. (309) 888-5110  
Official Signature  
(As authorized by board resolution included as Appendix C)

04/15/2004  
Date

Michael Sweeney  
Print Officer or Official Name

McLean County Board Chairman  
Title

**READ ALL INFORMATION CAREFULLY**

5310-04/s:sec5310-CY04

Received at IDOT \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

# PART I REQUIRED SUBMITTALS TO BE COMPLETED BY ALL APPLICANTS

Applicant Name  
McLean County

Use this matrix (A) and checklist (B) to help you meet all requirements of the application process.

**A. Submittal Matrix** Each "X" represents the information that must be submitted by each type of agency.

Type of Applicant	Part II	Part III	Part IV	Part V	Part VI	Part VII	Part VIII	Part IX	Part X	Appendices				Support
										A Letters	B	C	MPO	
Non-Profit Non-Governmental Agency (5310)	X	X	X	X	X	X	X(b)	X	X	X	X	X	X(c)	Optional X
Federal Section 5311 Grantee	X	X				X				X(a)	X	X		
IDOT-Certified Public Body (CPB)	X	X	X	X	X(a)	X	X(b)		X	X	X	X	X(c)	Optional

(a) this data not required if applicant agency has included with another grant application for FY04 funding.

(b) This information is required ONLY if you are applying for a vehicle for new or expanded service.

(c) If applicant is in an urbanized (metropolitan) area outside the Chicago area, see page 39.

**B. Submittal Checklist** Check the appropriate boxes. All items are required unless otherwise indicated.

ITEM	ENCLOSED
• Application, Signed by Board authorized person (front cover, page 1)	X
• Part I Submittal Matrix(A) and Application Checklist Completed (B, page 3)	X
• Part II Current Vehicle Inventory (page 4)	X
• Part III Vehicle Request Form and Budget (pages 5-6)	X
• Part IV Project Justification (page 7)	
• Part V Applicant's Current Services and Experience (pages 8-10)	
• Part VI Fleet Control and Maintenance (page 11)	
• Part VII Driver Training (page 12)	X
• Part VIII (Optional) Proposed New or Expanded Service (pages 13 & 14)	
• Part IX Formal Coordination Efforts (if applicable, page 15 & 16)	
• Part X Financial Administration (if applicable, pp 17 & 18)	
• Appendix A 1-Signed FTA and IDOT Assurances (page 22). 2- signed Attorney's Affirmation (page 21)	X
• Appendix B Public hearing: Published notice, hearing report and public comments	X
• Appendix C Executed Board Resolution authorizing applicant's Official Representative	X
• Appendix D Application Preparation Guidance	
• Appendix E Paratransit Vehicle Catalog	
• Letter from MPO placing project in TIP (not applicable in Cook, Lake, DuPage, Kane, Will and McHenry Counties, or any non-urbanized area)	
• Letter of support from Certified Public Provider or local Transit Authority (if applicable)	
• Acknowledgement from local Legislators, others (not a requirement)	

**Note:** When submitting your application: (1) Remove: instructions, vehicle catalog, other guidance (D) and informational material; (2) Include this Checklist (Indicate any missing items, noting whether pending, subject to third party submittal /approval, or delayed, and when expected.); and, (3) Refer to all enclosed support materials.

**PART II**  
**PARATRANSIT VEHICLE INVENTORY**  
**TO BE COMPLETED BY ALL APPLICANTS**

Applicant Name  
 McLean County

Applicant's Current Paratransit Vehicle Inventory (attach additional pages if necessary)

**Examples:**

91	Braun	R-Roof Van	IFDX0034586IL01	2/1/95	189,000	8 / N	L 1995	N
92	Eldorado	Med. Duty	IBB01083589IL18	2/1/95	208,000	14 / Y	O 1999	Y-#2121

Yr.	Manufacturer	Type	VIN (Vehicle Identification Number)	Odometer Reading		# OF Seats/ ADA:Y/N	Year (O)Owned or (L)Lease	* IDOT Funded Vehicle? Contract #
				Date	Miles			
94	Braun	R-Roof Van	1FTJS34G9RHB78592	2/2004	119,271	10/Y	1994	Y-2015
96	Nat'l Mob	R-Roof Van	2B6KB31Z4TK184688	2/2004	98,721	10/Y	1996	Y-2281
93	Eldorado	H Duty	4CDK54E22P2106426		O/S	18/Y	1993	Y-1920
97	Eldorado	M Duty	1FDLE40F2VHB32790	2/2004	178,027	14/Y	1997	Y-2470
98	Eldorado	M Duty	1FDXE40F3WHB91379	2/2004	138,132	14/Y	1998	Y-2666
98	Nat'l Mob	R-Roof Van	2B7LB31Z9WK158253	2/2004	151,786	10/Y	1998	Y-2666
00	Nat'l Mob	R-Roof Van	2B6LB31Z5YK124040	2/2004	88,316	10/Y	2000	N
00	Nat'l Mob	R-Roof Van	2B7LB31Z7YK168458	2/2004	67,452	10/Y	2000	Y-2968
00	Eldorado	M Duty	1FDXE45F0YHC01202	2/2004	103,462	14/Y	2000	Y-2968
00	Eldorado	M Duty	1FDXE45F3YHC01227	2/2004	34,061	14/Y	2000	Y-2968
03	Eldorado	L Duty	1FDWE35L32HB52792	2/2004	40,980	11/Y	2002	Y-253-CVP
02	Eldorado	M Duty	1FDXE45F22HB40538	2/2004	39,557	14/Y	2003	Y-253-CVP
02	Eldorado	M Duty	1FDXE45F42HB40539	2/2004	35,040	14/Y	2003	Y-161-CVP
03	Eldorado	M Duty	1FDXE45F03HB88038	2/2004	1,452	14/Y	2004	Y-373-CVP

\* Please indicate if this vehicle was purchased by the Illinois Department of Transportation.



# PART III

## VEHICLE REQUEST FORM & BUDGET

### TO BE COMPLETED BY ALL APPLICANTS

*NOTE: Attach one (1) completed copy of this form for EACH vehicle requested*

<b>A. Applicant Agency Name</b> McLean County	(Make extra copies) Form 1 of 2
--	---------------------------------

- B. Vehicle Types: Use the vehicle catalog to select the unit type to meet your passengers' needs:**
- Mini-Van w/ramp (2 wheelchairs/5 passengers)   
  Light Duty Paratransit w/lift (3 wheelchairs/ 11 passengers)  
 Medium Duty Paratransit w/lift (4 wheelchairs/ 14 passengers)  
 Super Medium Duty Paratransit w/lift (22 pass.) Requires extensive justification, well documented requirements, up-to-date detail of on-site maintenance capability and large client base experience and needs.

- C. Category of Request (Check appropriate category)**
- |   |  |
|---|--|
| <input checked="" type="radio"/> Replacement of owned vehicle | <input type="radio"/> Service Expansion (see p.13) |
| <input type="radio"/> Replacement of leased vehicle           | <input type="radio"/> New Service (see p. 13)      |

**D. Vehicle Request Priority (among all vehicle request forms submitted)**  
 Based on needs, the requested vehicle on this form is to be considered for funding ( 1<sup>st</sup>, 2<sup>nd</sup>, etc.) 1st  
 No two requested vehicles may have the same priority ranking.

- E. VEHICLE REPLACEMENT CRITERIA (agency must enclose all justification / documentation)**  
 To be eligible for replacement, current vehicles must meet the following criteria AT TIME OF APPLICATION:
- Minivans/raised roof vans/automobiles: be in documented unsafe or poor operating condition, AND driven at least 95,000 miles; OR be over six years old.
  - Light-Duty/ Medium-duty/school bus: be in documented unsafe or poor operating condition AND driven at least 120,000 miles OR be over eight years old.
  - Super medium-duty paratransit vehicle: be in documented unsafe or poor operating condition AND driven at least 150,000 miles OR be over nine years old.
  - Heavy-duty transit: be in documented unsafe or poor operating condition AND driven at least 350,000 miles OR be over ten years old.
  - Any 1991 or 1993 MST heavy-duty vehicle regardless of mileage or condition.

**F. Please provide Replacement Vehicle Identification Information for the vehicle being replaced:**

Yr	Manufacturer	Type	Mileage	VIN #	(if applicable) IDOT Contract #
93	MST/Eldorado	H Duty	50,000 on rebuilt eng.	4CDK54E22P2106426	1920
<b>Justification ( i.e. exceeds mileage criteria, and documented as unsafe or in poor condition –incl. photos, receipts)</b> This is a heavy duty 1993 MST.					

**PART III**  
**VEHICLE REQUEST FORM & BUDGET**  
**TO BE COMPLETED BY ALL APPLICANTS**

*NOTE: Attach one (1) completed copy of this form for EACH vehicle requested*

A. Applicant Agency Name McLean County	(Make extra copies)	Form 2 of 2
---	---------------------	-------------

**B. Vehicle Types: Use the vehicle catalog to select the unit type to meet your passengers' needs:**  
 Mini-Van w/ramp (2 wheelchairs/5 passengers)     Light Duty Paratransit w/lift (3 wheelchairs/ 11 passengers)  
 Medium Duty Paratransit w/lift (4 wheelchairs/ 14 passengers)  
 Super Medium Duty Paratransit w/lift (22 pass.) Requires extensive justification, well documented requirements,  
up-to-date detail of on-site maintenance capability and large client base experience and needs.

**C. Category of Request (Check appropriate category)**

<input checked="" type="radio"/> Replacement of owned vehicle	<input type="radio"/> Service Expansion (see p.13)
<input type="radio"/> Replacement of leased vehicle	<input type="radio"/> New Service (see p. 13)

**D. Vehicle Request Priority (among all vehicle request forms submitted)**  
Based on needs, the requested vehicle on this form is to be considered for funding ( 1<sup>st</sup>, 2<sup>nd</sup>, etc.) 2nd.  
No two requested vehicles may have the same priority ranking.

- E. VEHICLE REPLACEMENT CRITERIA** (agency must enclose all justification / documentation)  
To be eligible for replacement, current vehicles must meet the following criteria AT TIME OF APPLICATION:
- Minivans/raised roof vans/automobiles: be in documented unsafe or poor operating condition, AND driven at least 95,000 miles; OR be over six years old.
  - Light-Duty/ Medium-duty/school bus: be in documented unsafe or poor operating condition AND driven at least 120,000 miles OR be over eight years old.
  - Super medium-duty paratransit vehicle: be in documented unsafe or poor operating condition AND driven at least 150,000 miles OR be over nine years old.
  - Heavy-duty transit: be in documented unsafe or poor operating condition AND driven at least 350,000 miles OR be over ten years old.
  - Any 1991 or 1993 MST heavy-duty vehicle regardless of mileage or condition.

**F. Please provide Replacement Vehicle Identification Information for the vehicle being replaced:**

Yr.	Manufacturer	Type	Mileage	VIN #	(if applical IDOT Cont
94	Braun	R Roof Van	119,271	1FTJS34G9RHB78592	2015

**Justification** ( i.e. exceeds mileage criteria, and documented as unsafe or in poor condition –incl. photos, receipts)  
Exceeds mileage criteria and is a raised roof van. Given the instability of the raised roof vans, these vehicles are being replac  
As soon as resources allow.

**CONTACT PROGRAM MANAGER FOR INFORMATION ON DISPOSAL OF IDOT FUNDED VEHICLES.**

Applicant Name  
McLean County

## ESTIMATED PROJECT BUDGET

### G. Estimated CVP Budget

Vehicle Type	Capacity (Approx.)	Number of Units Requested			(d) Line Total (a+b+c)	(e) Estimated Unit Cost	Estimated Total Cost (Line Total X Unit Cost) (d x e)
		Replace (a)	Expansion (b)	New (c)			
Mini-Van Paratransit (w/ ramp) MVP	6 pass.					\$45,000	\$
Light Duty Paratransit Vehicle (w/lift) LDP	11 pass.					\$55,000	\$
Medium Duty Paratransit Vehicle (w/lift) MDP	14 pass.	2			2	\$65,000	\$ 130,000
Super Medium Duty Paratransit Vehicle (w/lift) SDP	22 pass.					\$98,000	\$

**Total CVP \$ 130,000**

Comments:

# PART VII

## TRANSPORTATION TRAINING

### TO BE COMPLETED BY ALL APPLICANTS

Applicant Name  
**McLean County**

#### Driver Training

Briefly describe your formal driver transportation training programs, your training administration procedures and the name and title of the designated trainer. The drivers all receive one on one training on various buses and with various drivers to assure they are proficient with the equipment and to give the office feedback about each driver's abilities. Drivers attend Defensive Driving, Emergency Procedures and Passenger Assistance courses taught through the Illinois Rural Transit Assistance Center (RTAC). In 2003, RTAC extensively revised the core training, and all current drivers completed the core training again in 2003.

Include a copy of your published policy statement on training and orientation. Attach documentation/examples of: Training master plan/outlines, a current training schedule, an Individual Personnel Training record, etc.

Do you maintain individual Driver Files? Y  N   
 Does each driver's file reflect training, licensing, achievements, etc.? Y  N

Are all drivers trained in formal courses for the core passenger transport subjects?  
 Client assistance Y  N  Special Passenger Care Y  N   
 Emergency response Y  N  Local contacts, resources and procedures Y  N   
 C.P.R. Y  N  Defensive Driving Y  N

If NO to any of the above, please explain, or note alternative training plans, programs and schedules.

Training in CPR is optional. If a driver desires the training, SHOW BUS will pay for the training, as well as training in First Aid.

Please list any other formal course(s) offered by or through the agency for drivers:

Do you offer regular updates/refreshers? Y  N   
 Do you include Dispatchers in training and vehicle orientation? Y  N   
 Do you include occasional drivers, or people with other specialties? Y  N   
 What is your normal Training cycle? New drivers are oriented upon hiring and sent to RTAC trainings as soon as they are locally scheduled.

Does your formal training include: --ADA policy as it applies to your clients Y  N   
 -- Operation of access equipment (including manual lift operation and cautions)? Y  N   
 -- Formal vehicle and accessory orientation? Y  N   
 \_ Route or territory orientation? Y  N

Do you use 'on-the-road' communications with drivers? Y  N  Define: All vehicles are equipped with radios and are in constant contact with the office. If a driver leaves the vehicle for more than scheduled breaks, they must make alternative arrangements with the office to remain in constant contact.

# Appendix A

## ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") AND FEDERAL TRANSIT ADMINISTRATION ("FTA") ASSISTANCE PROGRAMS JOINT CERTIFICATIONS AND ASSURANCES FOR APPLICANTS

Name of Applicant McLean County
------------------------------------

By signing the attached AFFIRMATION OF APPLICANT'S ATTORNEY and JOINT CERTIFICATIONS AND ASSURANCES FOR IDOT & FTA PROGRAMS, the Applicant agrees to comply with the following applicable requirements (attached) of IDOT and FTA Assurance Programs Joint Certifications and Assurances for Grantees:

CERTIFICATION	CVP APPLICATION
1. Certifications and Assurances Required of each Applicant	Applicable
2. Lobbying Certification (if application is for more than \$100,000)	Applicable
3. Certification for Effects on Private Mass Transportation Companies	Applicable (for public bodies only)
4. Public Hearing Certification for Major Projects with substantial Impacts	Not Applicable
5. Certification for Acquisition of Rolling Stock	Not Applicable
6. Bus Testing Certifications	Not Applicable
7. Charter Service Agreement	Not Applicable (for 5310 Applicants)
8. School Transportation Agreement	Applicable
9. Certification for Demand Responsive Service	Not Applicable (for 5310 Applicants)
10. Alcohol Misuse and Prohibited Drug Use Certifications	Not Applicable (for 5310 Applicants)
11. Certification for Interest or Other Financing Costs	Not Applicable
12. Intelligent Transportation System Program Assurance	Not Applicable
13. Certifications and Assurances For The Urbanized Area Formula Program, The JARC Program and Clean Fuels Formula Program	Not Applicable
14. Certifications and Assurances for the Elderly and Persons With Disabilities Program	Applicable
15. Certifications and Assurances for the Nonurbanized Area Formula Program	Not Applicable (for 5310 Applicants)
16. Certifications and Assurances for the State Infrastructure Bank Program	Not Applicable

The attached signature pages (Applicant and Applicant's attorney) must be appropriately completed and sign where indicated.

AFFIRMATION OF APPLICANT'S ATTORNEY

For McLean County \_\_\_\_\_ (Name of Applicant)

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or threatened that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

  
\_\_\_\_\_  
Applicant's Attorney's Signature

3/29/04  
\_\_\_\_\_  
Date

Eric T. Reed  
\_\_\_\_\_  
Print Applicant's Attorney's Name

JOINT CERTIFICATION AND ASSURANCES FOR IDOT & FTA PROGRAMS

Please Print or Type:

Name of Applicant/Agency McLean County

Name and Relationship of Board Authorized Representative: Michael Sweeney, McLean County Board Chair

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all State and Federal statutes, regulations, executive orders, and Federal requirements applicable to each application it makes to the Federal Transit Administration (FTA) and/or the Illinois Department of Transportation (IDOT) in Federal Fiscal Year 2004.

IDOT and the FTA intend that the certifications and assurances in Appendix A, should apply, as required, to each project for which the Applicant seeks now, or may later seek, FTA or IDOT assistance during Federal Fiscal Year 2004.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document, and any other submission made to FTA or IDOT, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801, *et seq.*, as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR. part 31 apply to any certification, assurance or submission made to IDOT or FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with the Urbanized Area Formula Program, 49 U.S.C. 5307, and may apply to any other certification, assurance, or submission made in connection with any program administered by FTA or IDOT.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Date: April 20, 2004

\_\_\_\_\_  
Authorized Representative of Applicant

# Appendix B

## County Public Hearing Notice

Notice is hereby given that a public hearing will be held by McLean County regarding a State of Illinois Paratransit Vehicle Grant for the Non Metro Areas of McLean, Livingston, Ford and Iroquois Counties

On April 20, 2004 at 9:00 am, McLean County Law and Justice Center, Room 700, 104 West Front Street, Bloomington, Illinois:

- I. For the purpose of considering a project for which financial assistance is being sought from the Illinois Department of Transportation, pursuant to the Illinois Department of Transportation's general authority to make such Grants, and which is generally described as follows:
  - A. To purchase the following replacement vehicles: two medium duty paratransit vehicles to be used in the provision of rural public transportation. Each vehicle is projected to cost \$65,000, and the total project cost is \$130,000.

This project will be included in a Consolidated Vehicle Procurement Program undertaken by the State of Illinois on behalf of McLean County, with State and Federal Funds.

  - B. Relocation Relocation Assistance will not be required.
  - C. Environment This project is being implemented to minimize environmental impacts.
  - D. Comprehensive Planning This project is in conformance with comprehensive transportation planning in the area.
  - E. Elderly and Disabled All new equipment included in this project will meet ADA accessibility rules for the elderly and disabled.
- II. At the hearing McLean County will afford an opportunity for interested persons or agencies to be heard with respect to the social, economic and environmental aspects of the project. Interested persons may submit orally or in writing, evidence and recommendations with respect to said project.
- III. A copy of the application for a state grant for the proposed project for the intended service area will be made available for public inspection at the Law and Justice Center, 104 West Front Street, Room 707, Bloomington, IL or contact Mike Behary, County Planner, at 309-888-5160.



# Appendix C

## MCLEAN COUNTY BOARD RESOLUTION

NO. \_\_\_\_\_

Resolution authorizing application for and execution of a Public Transportation Capital Assistance Grant under the Illinois Department of Transportation's general authority to make such Grants.

WHEREAS, the provision of specialized paratransit service is essential to the transportation of elderly, disabled and other transportation disadvantaged persons; and

WHEREAS, The Illinois Department of Transportation's general authority to make such Grants, makes funds available to offset certain capital costs of a private non-profit or a IDOT Certified Public Provider transportation system providing specialized paratransit service; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF MCLEAN COUNTY:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under The Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting certain Elderly and Disabled Transportation Program capital costs of McLean County.

Section 2. That the Board Chairman of McLean County is hereby authorized and directed to execute and file such application on behalf of McLean County.

Section 3. That the Board Chairman of McLean County is authorized to furnish such additional information as may be required by the Division of Public Transportation in connection with the aforesaid application for said grant.

Section 4. That the Board Chairman of McLean County is hereby authorized and directed to execute and file on behalf of McLean County any grant agreement pursuant to said application

ADOPTED by the County Board of McLean County this 20th day of April, 2004

ATTEST:

APPROVED:

---

Peggy Ann Milton  
County Clerk  
McLean County, Illinois

---

Michael Sweeney  
Chairman  
McLean County Board

**PURCHASE OF SERVICE AGREEMENT**  
**FOR THE RURAL GENERAL PUBLIC TRANSPORTATION**  
**under the Section 5311 Operating and Assistance program**

between

McLean County

and

Meadows Mennonite Retirement Community

d / b / a SHOW BUS

Contract Number \_\_\_\_\_

State Fiscal Year 2005

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This Agreement is made by and between McLean County (hereinafter referred to as "Grantee") and MMRC d/o/a SHOW BUS (hereinafter referred to as the "Provider" which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a non-urbanized area of Illinois (herein referred to as the Project);

WHEREAS, the Grantee has applied under the Section 5311 of the Federal Transit Act, as amended, (49 USC app 1614), to the Illinois Department of Transportation (hereinafter "IDOT") for operating and administrative assistance for this Project;

WHEREAS, the Grantee's application has been approved by IDOT;

WHEREAS, the Grantee has made application under the provisions of Illinois Combined Statutes 20 ILCS 2705/49 et seq., paragraph 30 ILCS 415/2 et seq. (1992 State Bar Edition), herein referred to as the "Acts";

WHEREAS, the Provider has been selected by the Grantee to provide public transportation services;

WHEREAS, such application has been approved by IDOT; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide for the provision of service, to set forth the terms and conditions upon which the financial assistance will be made available, and to set forth the Agreement of the Parties as to the manner to which the Project will be undertaken, completed and used.

#### ITEM 1 - DEFINITIONS

As used in this Agreement:

- (a) "Grantee" means the McLean County.
- (b) "IDOT" means the Illinois Department of Transportation, Division of Public Transportation.
- (c) "FTA" means the Federal Transit Administration of the United States Grantee of Transportation.
- (d) "Government" means the government of the United States of America.
- (e) "Provider" means a provider of transit service participating in the Section 5311 program and supplying transportation services for the Project under contract to the Grantee.
- (f) "Project Costs" means the sum of eligible costs incurred by the Provider and/or its Operator(s) in performing the Project.
- (g) "USDOT" means the United States Department of Transportation

## ITEM 2 - PROJECT SCOPE

The Provider agrees to provide the public transportation services described in the Grantee's Final Approved Application and Service Plan on file at the IDOT offices. Provider's Service Plan is incorporated into this Agreement as Exhibit A, and made a part hereof. Provider shall not reduce, terminate, or substantially change such public transportation without the prior written approval of the Grantee.

## ITEM 3 - AMOUNT OF CONTRACT

Under the Section 5311 program administered by IDOT, the Grantee may make payments for up to 50% of the Provider's eligible operating deficit and up to 80% of the eligible administrative expenses incurred by the Provider during the fiscal year 1995 in the provision of public transportation services approved by the Grantee. In no event shall the Provider's payment under this Agreement exceed the total funding available for the Project Costs. Total funding for the Project Costs is \$ 291,675.

The Provider agrees that it will provide, or cause to be provided, from sources other than funds provided under Section 5311 of the Federal Transit Act, as amended, sufficient funds to meet the non-IDOT portion of the operating deficit and administrative expenses.

## ITEM 4 - DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement.

The Parties hereto further agree that this Agreement consists of this Part, entitled "Purchase of Service Agreement for Rural General Public Transportation", together with Exhibit A, entitled "Provider's Application," Exhibit B, entitled "Approved Project Budget," and Exhibit C, entitled "State of Illinois Drug Free Workplace Certification," all of which are by this reference specifically incorporated herein.

## ITEM 5 - ILLINOIS GRANT FUNDS RECOVERY ACT

This Agreement is subject to the Illinois Grant Funds Recovery Act, 20 ILCS 705/1. This Agreement is valid until June 30, 2005 and grant funds are available to Provider and may be expended by Provider until said date unless the Grantee, at its discretion, grants an extension of time. Any funds which are not expended or legally obligated by the Provider at the end of the agreement or by the expiration of the period of time funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Grantee within 45 days. Project close-out shall be in accordance with ITEM 14 of this Agreement.

This ITEM is subject to further revision at the sole determination and discretion of the Grantee.

ITEM 38 - CHARTER SERVICE OPERATIONS

The provider may not engage in charter service operations except as provided under Section 3(f) of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1602 (f); and FTA regulations "Charter Service," 49 C.F.R. Part 604. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

ITEM 39 - PRIVACY

Should the Provider, or any of its subcontractors, or their employees, administer any system of records on behalf of the Federal Government, the Privacy Act of 1974 (The Act), 5 U.S.C. Section 552a, imposes information restrictions on the party managing the system of records.

ITEM 40 - MATCHING FUNDS

It is hereby expressly agreed by the Provider that it will cause to be provided all matching funds required of the Grantee in the Grantee's "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into with the State of Illinois.

ITEM 41 - FUNDING DELAY

It is hereby expressly agreed between the parties that if any delay occurs in providing Federal or State funding to the Provider, there is absolutely no obligation on the part of the Grantee to fund Provider's program hereunder. That if the "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into by and between the Grantee and the State of Illinois is terminated, then this agreement is immediately null and void. Further, if there is any delay in funding from the aforesaid agreement, Grantee and Provider may, by mutual written consent, agree to suspend services contemplated hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the 1st day of July, 2004, by their respective duly authorized officials.

Provider's Name & Address

Meadows Mennonite Home  
d/b/a SHOWBUS, R.R. 1  
Chenoa, IL 61726

Grantee's Name & Address

McLean County Board  
104 W. Front Street  
Bloomington, IL 61702-2400

By: \_\_\_\_\_  
Chief Executive Officer

By: \_\_\_\_\_  
Michael Sweeny,  
County Board Chairman

Attest:

\_\_\_\_\_  
Peggy Ann Milton, County Clerk  
Board of McLean County, Illinois

# MOTOR VEHICLE LEASE AGREEMENT

Bloomington, Illinois April 20, 2004

This Lease Agreement between the COUNTY OF McLEAN, (the "Lessor") and MEADOWS MENNONITE HOME (SHOW BUS), (the "Lessee"):

## WITNESSETH:

The Lessor hereby leases to the Lessee and the Lessee hereby rents and leases from the Lessor the motor vehicles described herein, together with all optional equipment, accessories, spare parts and substitute and replacement parts and equipment now or hereafter attached thereto (the "vehicles"), on the terms and conditions hereinafter set out.

## DESCRIPTION OF VEHICLES

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN#</u>
1994	FORD	BRAUN	1FTJS34G8RHB78597
1994	FORD	BRAUN	1FTJS34G9RHB78592
1998	FORD	ELDORADO	1FDXE40F3WHB91379
1998	DODGE	RAM VAN/B350 MAXIVAN	2B7LB31Z9WK158253
2000	DODGE	RAISED ROOF VAN	2B7LB31Z7YK168458
2000	FORD	ELDORADO	1FDXE45F0YHC01202
2000	FORD	ELDORADO	1FDXE45F5YHC01227
2002	FORD	ELDORADO	1FDWE35L52HB52792
2002	FORD	ELDORADO	1FDXE45F22HB40538
2002	FORD	ELDORADO	1FDXE45F42HB40539
2003	FORD	ELDORADO	1FDXE45F03HB88038
2003	FORD	ELDORADO	1FDWE35L33HB88076

Lessee represents that the vehicles being leased are and will be used solely in connection with Lessee's obligations to McLean County in providing transportation services pursuant to Section 5311 of the Federal Transit Act of 1991 for Public Transportation Operating Assistance. Lessee's address is 24588 Church Street, Chenoa, IL 61726.

- 1. TERM** The term of this lease is three years from the date first set out above. The lease term expires on April 20, 2007, on which date the Lessee shall return the vehicles to the Lessor unless the parties hereto enter into a new or renewed lease agreement on or before that date.
- 2. RENT** The Lessee agrees to pay to Lessor the sum of 0 dollars during the term of the Lease Agreement. However, in consideration of having the use of the vehicles for the term and purposes set out herein, the Lessee agrees as follows:



3. **LESSEE'S WARRANTIES** Lessee agrees and warrants that the vehicles have been delivered to Lessee in good operating condition and are free of defects and are suitable for the intended use of the Lessee. Lessee warrants that it and all persons who will operate the vehicles hold currently valid driver's licenses issued by the State of Illinois and that neither Lessee nor such other operators have been convicted of such traffic violations or have such a traffic accident record as would be cause for cancellation of the insurance required hereunder.

4. **INSURANCE** Lessee shall supply at its sole expense, and maintain in full force and effect during the term of the lease and thereafter until the vehicles have been returned to the Lessor, a policy or policies of insurance written by a company satisfactory to the Lessor, by the terms of which Lessor and Lessee, together and severally, are named as the insureds and are protected against liability and/or loss arising out of the condition, maintenance, use, or operation of the vehicles herein leased, in amounts not less than \$3,000,000 combined single limits for property damage, bodily injury, or death; \$350,000 uninsured/underinsured motorists coverage; with deductible amounts not exceeding \$250 comprehensive and \$500 collision. Such policy or policies of insurance shall provide at least ten days advance notice to Lessor in writing of cancellation or change or modification in any terms, conditions or amounts of coverage provided herein. Lessor shall be provided with a true copy or certificate of such insurance. Should Lessee fail to produce or pay the cost of maintaining in force the insurance specified herein or to provide Lessor with a copy or certificate of such insurance, Lessor may, but shall not be obligated to, procure such insurance and Lessee shall reimburse Lessor on demand for the cost thereof. Suffering lapse or cancellation of the required insurance shall be an immediate and automatic default by Lessee hereunder.

5. **INDEMNITY** Lessee agrees to indemnify and hold Lessor free and harmless from any liability, loss, cost, damage, expense, including attorney's fees, which Lessor may suffer or incur as a result of any claims which may be made by any person or persons, including but not limited to Lessee, its agents and employees, that arise out of or result from the manufacture, delivery, actual or alleged ownership, performance, use, operation, selection, leasing and/or return of the vehicles, whether such claims are based on negligence, whether of Lessor or another, breach of contract, breach of warranty, absolute liability or otherwise.

6. **TITLE** This instrument is a lease and not an installment contract. The vehicles are the sole property of the Lessor and Lessee shall insure that Lessor is named as owner on any certificate of title issued with respect to the vehicles. Lessee shall have no right, title, or interest in or to the vehicles except for the right to operate and use the vehicles for the purposes stated herein and not as the agent of Lessor, so long as Lessee is not in default under the terms of this lease.

7. **USE BY LESSEE** Lessee agrees to use the vehicles only for lawful purposes. Lessee agrees not to assign, transfer or sublet its rights or otherwise encumber its interest hereunder. In the event Lessee fails to pay any assessment, tax, lien or fine levied against the vehicles, Lessor may, at its election, make such payment and Lessee shall reimburse Lessor on demand. Lessee shall indemnify and hold Lessor harmless from any and all fines, forfeiture, damages, or penalties resulting from violations of any law, ordinance, rule, or regulation.

8. **MAINTENANCE** Lessee shall keep and maintain the vehicles in good operating condition and working order as required in the maintenance program described in the Owner's Manual and shall

perform all protective maintenance required to insure full validation of the manufacturer's warranty. Such maintenance hereinbefore described shall be made at the Lessee's expense.

**9. LICENSE, TAXES, AND OTHER EXPENSES** Lessee agrees to pay all costs, expenses, fees and charges incurred in connection with the licensing and registration of said vehicles, of title thereto and in connection with the use and operation thereof during the term of this lease, including without limitation, gasoline, oil, lubrication, repairs, maintenance, tires, storage, parking, tools, fines, towing, servicing costs, as well as all sales taxes, use taxes, personal property and other ad valorem taxes and all assessments and other governmental charges whatsoever and by whomsoever payable on the said vehicles or on the use, ownership, possession, rental, shipment, transportation, delivery or operation of same. Lessor shall in no way be obligated to maintain, repair or service said vehicles.

**10. TERMINATION** This lease agreement may be terminated by the Lessor in the event one or more of the terms of this lease agreement is breached by the Lessee or the Lessee is in default as provided in the lease agreement. Upon the discovery of the breach or default as the case may be, the Lessee shall surrender the vehicles to the Lessor on demand. Lessee shall remain liable and responsible for any pending claims, maintenance, repairs, taxes, licenses, and any other expenses associated with Lessee's use of the vehicles.

**11. DEFAULT** In the event that the Lessee does not pay any charge, expense, or cost herein agreed to be paid by Lessee when due, or fails to obtain or maintain any insurance required by this Lease, or violates or fails to perform or otherwise breaches any undertaking or covenants contained in this Lease, or any other Lease or Lessor, or becomes insolvent or makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or if any voluntary petition in bankruptcy is filed against the Lessee, or other proceeding for the appointment of a receiver for Lessee is filed, or if proceedings for reorganization, extension and/or composition with creditors under any provision or federal law be instituted by or against Lessee, or if the property of Lessee be levied upon or if Lessor should otherwise deem itself or the vehicles unsafe or unsecured or should Lessor in good faith believe that the prospect of payment of rental or other payment or other performance by Lessee is impaired, then and in any such event, the Lessee shall be deemed in default of this Lease. Upon the occurrence of any such default, Lessor may, at its option and without notice or demand, declare this agreement in default and thereupon the vehicles and all rights of Lessee therein shall be surrendered to Lessor and Lessor may take possession of the vehicles wherever found, with or without process of law, and for this purpose may enter upon any premises of Lessee or wherever the same be found, without liability therefore. The Lessor may retain all rentals and payment and resale proceeds theretofore received and other sums, if any, otherwise payable to the Lessee hereunder and the Lessor shall be entitled to recover from Lessee any unpaid charges for the balance of the lease term for the vehicles and all other sums, if any, due to come due, together with all costs and expenses, including reasonable attorney's fees, incurred by Lessor in the enforcement of its rights and remedies hereunder. The repossession and sale of the vehicles by Lessor shall not affect Lessor's right to recover from Lessee all damages which Lessor may have suffered by reason of Lessee's breach of any provision of this Lease and Lessor may sell any such vehicles with or without advertisement, at public or private sale and without notice thereof to Lessee. The rights and remedies of Lessor in the event of default herein mentioned shall not be deemed exclusive but shall be cumulative and in addition to all other rights and remedies in Lessor's favor existing by law.

12. **APPLICABLE LAW** This Lease has been executed by the Lessee and delivered to the Lessor at the Lessor's offices in Bloomington, Illinois, and it shall be governed by and interpreted under the laws of Illinois.

13. **LOCATION** The vehicles shall be principally kept or garaged where not in use at the Lessee's address as set out above or at such other address in the State of Illinois as the Lessee shall give Lessor written notice of. The vehicles shall not be removed from the State of Illinois, except for trips of short duration, without the prior written consent of Lessor.

14. **MISCELLANEOUS** This instrument constitutes the entire agreement between the parties and shall be binding upon the parties and their respective heirs, executors, administrators, successors or assigns and shall only be amended by a written instrument signed by the parties hereto. Any waiver of the performance of any of the terms, covenants or conditions hereof by either party shall not be construed as thereafter waiving any such terms, condition or covenants, but the same shall remain in full force and effect, as if no such waiver had occurred.

15. **SEVERABILITY** This agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Agreement invalid or enforceable.

16. This agreement may be amended by the mutual written consent of both parties.

17. **COUNTERPARTS** This lease agreement shall be executed in multiple counterparts, each of which shall constitute a duplicate original.

**IN WITNESS WHEREOF**, the parties hereto have executed this lease on the date first above written, and the Lessee acknowledges receipt of a completely filled-in, executed counterpart.

**MEADOWS MENNONITE HOME (SHOWBUS)**  
Lessee

\_\_\_\_\_  
Robert O. Bertsche, President

**ATTEST:**

**COUNTY OF McLEAN**  
Lessor

\_\_\_\_\_  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

\_\_\_\_\_  
Michael Sweeney, Chairman  
McLean County Board

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2004  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, State's Attorney's Office 0020**

**WHEREAS**, the McLean County Board, on November 18, 2003, 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 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the State's Attorney's Office, Department 0020; and,

**WHEREAS**, the State's Attorney's Office has been awarded grant funds from the Illinois Department of Children and Family Services and the McLean County Child Protection Network in the total amount of \$60,000.00 pay for the salary and health benefits for an Assistant State's Attorney III to work for the Children's Advocacy Center to provide legal services to victims of child abuse; and,

**WHEREAS**, the State's Attorney's Office has recommended that the grant funds from the Illinois Department of Children and Family Services and the McLean County Child Protection Network be appropriated in fiscal 2004 to pay for the salary and health benefits for an Assistant State's Attorney III to work for the Children's Advocacy Center to provide legal services to victims of child abuse; and,

**WHEREAS**, the Justice Committee, at its meeting on Monday, April 5, 2004, approved and recommended to the County Board an Emergency Appropriation Ordinance to recognize the receipt and expenditure of certain reimbursements to operate said program for the first six months of Fiscal Year 2004; 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, State's Attorney's Office, Department 0020 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
DCFS Child Abuse Attorney 0001-0020-0019-0407.0145	\$ 0.00	\$34,761.00	\$34,761.00
TOTAL:		\$34,761.00	

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, State's Attorney's Office, Department 0020, the following expenditures:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Full-time Employee Salaries 0001-0020-0019-0503.0001	\$1,440,960.00	\$30,057.00	\$1,471,017.00
County's I.M.R.F. Contribution 0001-0020-0019-0599.0001	\$ 0.00	\$ 1,906.00	\$ 1,906.00
Employee Medical/Life Insurance 0001-0020-0019-0599.0002	\$ 80,963.00	\$ 1,400.00	\$ 82,363.00
County's F.I.C.A. Contribution 0001-0020-0019-0599.0003	\$ 0.00	\$ 1,398.00	\$ 1,398.00
TOTAL:		76 \$34,761.00	

(2)

3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the State's Attorney.

**ADOPTED** by the County Board of McLean County this 20th day of April, 2004.

**ATTEST:**

**APPROVED:**

---

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

---

Michael F. Sweeney, Chairman  
McLean County Board

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4/20/04

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2004  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Building and Zoning Department 0038**

**WHEREAS**, the McLean County Board, on November 18, 2003, 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 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Building and Zoning Department 0038 in the General Fund 0001; and,

**WHEREAS**, on November 20, 2001, the McLean County Board approved an Intergovernmental Agreement with the State of Illinois Department of Transportation for an Illinois Tomorrow Grant to fund a County Land Development Guide; and,

**WHEREAS**, the Intergovernmental Agreement provides Illinois Tomorrow grant funding in the amount of \$54,000.00 with a local match requirement of \$6,000.00 to help the County develop a land use development guide and infrastructure plans that promote the efficient use of transportation facilities and enhance the quality of life; and,

**WHEREAS**, the Land Use and Development Committee, at a Special Stand-up Committee meeting on June 18, 2002, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$54,000.00 to recognize and account for the grant revenue to be received and the expenses to be incurred to develop a land use development guide and infrastructure plans; and,

**WHEREAS**, \$17,546 was received during Fiscal Year 2002, and the balance of the original grant in the amount of \$36,454 was available to received during Fiscal Year 2003; and,

**WHEREAS**, the Land Use and Development Committee, at a Special Stand-up Committee meeting on September 16, 2003, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$36,454.00 to recognize and account for the grant revenue to be received and the expenses to be incurred to develop a land use development guide and infrastructure plans; and,

**WHEREAS**, a total of \$40,031.67 was received and expended through Fiscal Year 2003, and the balance of the original grant in the amount of \$13,968.33 is available to received during Fiscal Year 2004; and,

**WHEREAS**, the McLean County Regional Planning Commission has provided professional services to develop said land use development guide during Fiscal Year 2004 and has presented an invoice for payment in the amount of \$13,968.33; and,

(2)

WHEREAS, the Land Use and Development Committee, at a regular meeting on April 1, 2004, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$13,968.33 to recognize and account for the grant revenue to be received and the expenses to be incurred to develop a land use development guide and infrastructure plans; now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Treasurer is directed to amend the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance by adding the following revenue line-item account:

	ADOPTED	ADD	AMENDED
0001-0038-0040-0407.0073 Illinois Tomorrow Grant	\$ 0.00	\$ 13,968.33	\$13,968.33

2. That the County Auditor is directed to amend the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation in the General Fund 0001, Building and Zoning Department 0038:

	ADOPTED	ADD	AMENDED
0001-0038-0040-0706.0001 Contract Services	\$ 1,500.00	\$ 13,968.33	\$ 15,468.33

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

**ADOPTED** by the McLean County Board this 20th day of April, 2004.

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

RECEIVED

MAR 24 2004

Facilities Mgt. Div.

1997 Edition -Electronic Format

AIA Document A101-1997

**Standard Form of Agreement Between Owner and Contractor**  
**where the basis of payment is a STIPULATED SUM**

**AGREEMENT** made as of the 28th day of March in the year of 2004  
*(In words, indicate day, month and year)*

**BETWEEN** the Owner:  
*(Name, address and other information)*

Public Building Commission of McLean County  
104 W. Front Street  
Bloomington IL 61702-2400

and the Contractor:  
*(Name, address and other information)*

Kajima Construction Services  
800 E. Northwest Highway  
Palatine, IL 60074

The Project is:  
*(Name and location)*

Restoration and Renovation of the Dome and Roof Areas  
of the McLean County Museum of History  
at the Old McLean County Courthouse  
200 N. Main Street  
Bloomington, Illinois

The Architect is:  
*(Name, address and other information)*

Wiss, Janney, Elstner Associates, Inc.  
120 N. LaSalle Street, Suite 2000  
Chicago, IL 60602

The Owner and Contractor agree as follows.

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

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*AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



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3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 ~~The Contractor shall achieve Substantial Completion of the entire Work not later than \_\_\_\_\_ days from the date of commencement, or as follows:~~  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

~~subject to adjustments of this Contract Time as provided in the Contract Documents.~~  
*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

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AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

#### ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One million one hundred twelve thousand eight hundred eighty-five Dollars (\$ 1,112,885.00 ), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

BASE BID: The base bid shall include the cost of all labor, materials, equipment, tools, scaffolding, facilities, services, and supervision necessary for completion of the Work shown and described in the Project Manual. As a part of the Base Bid, the Bidder agrees to carry out the Work as described in the Project Construction Documents for the sum of:

Eight hundred forty thousand seven hundred thirty-five dollars (\$ 840,735.00)

Alternate No. 1, Part A: Repair and rehabilitation of the four (4) clock faces (glazing and frames); Alternate No. 1, Part B: Maintenance work and reinstalling existing clock mechanisms and providing and installing new strick mechanism for stationary bronze bell; work of Park A and Part B as shown on the Drawings, for the not-to-exceed allowance of:

Part A: Forty thousand dollars (\$40,000)  
Part B: Thirty-five thousand dollars (\$35,000)

Alternate No. 2: Repair (in lieu of stabilization) of the dome drum limestone cladding from courses 6 through 8, as shown on the Drawings, for the sum of:



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Ninety-three Thousand dollars (\$ 93,000.00)

Alternate No. 3: Repair (in lieu of stabilization) of the dome drum limestone cladding at courses 4 and 5, as shown on the Drawings, for the sum of:

Three Thousand three hundred seventy-six dollars (\$3,376.00)

Alternate No. 4: Repair (in lieu of stabilization) of the dome drum limestone cladding from courses 0 through 3, as shown on the Drawings, for the sum of:

Seventy thousand two hundred thirty dollars (\$70,230.00)

Alternate No. 5: Repair (in lieu of stabilization) of the dome drum limestone cladding from courses 9 through 22, as shown on the Drawings, for the sum of:

Twenty-six thousand six hundred thirty-four dollars (\$26,634.00)

Alternate No. 7: Repair of the existing membrane flashing lining the cornice gutter, as shown on the Drawings, for the sum of:

Three thousand nine hundred ten dollars (\$ 3,910.00)

**4.3** Unit prices, if any, are as follows:

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*AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

**ARTICLE 5 PAYMENTS**

**5.1 PROGRESS PAYMENTS**

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:  
15th of each month, and submitted by the 15th of each month to the Architect for review prior to submittal to the Owner.

5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 40 days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:



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- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997.
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

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5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

*AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.*

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Subparagraph 9.2.3 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

*This document has been approved and endorsed by The Associated General Contractors of America.*

~~5.1.8 Reduction or limitation of retainage, if any, shall be as follows:  
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)~~

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## 5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:



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## ARTICLE 6 TERMINATION OR SUSPENSION

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6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

#### ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

*Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

7.3 The Owner's representative is:  
*(Name, address and other information)*  
Facilities Management Department  
McLean County  
104 W. Front Street  
Bloomington, Illinois 61702-2400

7.4 The Contractor's representative is:  
*(Name, address and other information)*  
Kajima Construction Services  
800 E. Northwest Highway  
Palatine, Illinois 60074

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

7.6 Other provisions:

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AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

#### ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated November 25, 2003, and are as follows:

Document	Title	Pages
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01997 AIA®  
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Division 0	<b>CONTRACT REQUIREMENTS</b>	
Section 00410	Bid Form	00410/1-5
Section 00500	Contract Form	00500/1
Section 00600	Bonds and Certificates	00600/1
Section 00700	General Conditions	00700/1
Section 00800	Supplementary Conditions	00800/1-6

Division 1	<b>GENERAL REQUIREMENTS</b>	
Section 01010	Summary of Work	01010/1-4
Section 01024	Quantity Allowance	01024/1
Section 01041	Coordination	01041/1-2
Section 01045	Cutting and Patching	01045/1-2
Section 01150	Special Conditions	01150/1-7
Section 01200	Progress Payments and Meetings	01200/1-2
Section 01300	Product Data and Samples	01300/1-2
Section 01410	Testing Laboratory Services	01410/1-2
Section 01500	Temporary Facilities and Control	01500/1-4
Section 01630	Substitutions and Project Options	01630/1-2
Section 01700	Contract Closeout	01700/1-2
Section 01720	Project Record Documents	01720/1-2
Section 01740	Warranties	01740/1

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*AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.*

**8.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

*This document has been approved and endorsed by The Associated General Contractors of America.*

Section	Title	Pages
Division 2	<b>SITE WORK AND DEMOLITION</b>	
Section 02170	Selective Demolition	02170/1-3
Division 4	<b>MASONRY</b>	
Section 04100	Mortar	04100/1-4
Section 04210	Brick Masonry	04210/1-5
Section 04220	Limestone	04220/1-2
Section 04800	Masonry Repointing	04800/1-4
Section 04900	Limestone Setting	04900/1-2
Section 04920	Limestone Repair	04920/1-4
Division 5	<b>METALS</b>	
Section 05920	Cleaning and Repairing Clock Mechanism	05920/1-4
Section 05999	Miscellaneous Metals	05999/1-3
Division 6	<b>WOOD AND PLASTICS</b>	
Section 06100	Rough Carpentry	06100/1-4
Division 7	<b>THERMAL AND MOISTURE PROTECTION</b>	
Section 07520	Self Adhering Membrane	07520/1-7
Section 07565	Temporary EPDM Roofing Membrane	07565/1-5
Section 07600	Flashing and Sheet Metal	07600/1-3
Section 07610	Sheet Metal Roofing	07610/1-10
Section 07900	Sealants	07900/1-5
Division 8	<b>WINDOWS AND DOORS</b>	
Section 08520	Aluminum Windows	08520/1-8
Section 08800	Glass and Glazing	08800/1-5



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Division 9	<b>FINISHES</b>	
Section 09900	Coating of Metals	09900/1-7
Division 10	<b>SPECIALTIES</b>	
Section 09900	Flagpole	09900/1-7
Division 16	<b>ELECTRICAL</b>	
Section 16010	Project Summary	16010/1-2
Section 16050	Basic Methods and Materials	16050/1-9
Section 16130	Distribution	16130/1-3
Section 16450	Grounding and Bonding	16450/1-2

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D-101.

8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
	Title Sheet	November 25, 2003
A1	General Notes and List of Drawings	November 25, 2003
A2	Site Plan	November 25, 2003
A3	North Building Elevation	November 25, 2003
A4	Partial East Building Elevation	November 25, 2003
A5	Partial East Building Elevation	November 25, 2003
A6	South Building Elevation	November 25, 2003
A7	Partial West Building Elevation	November 25, 2003
A8	Partial West Building Elevation	November 25, 2003
A9	Typical Dome Elevation	November 25, 2003
A10	Roof Plan	November 25, 2003
A11	Dome Drum Elevation	November 25, 2003
A12	Masonry Details	November 25, 2003
A13	Masonry Details	November 25, 2003
A14	Masonry Details	November 25, 2003
A15	Balustrade Plan	November 25, 2003
A16	Balustrade Details	November 25, 2003
A17	Dome Roof Details	November 25, 2003
A18	Dome Roof Details	November 25, 2003
A19	Dome Roof Details	November 25, 2003
A20	Dome Roof Details	November 25, 2003
A21	Dome Roof Details	November 25, 2003
A22	Main Roof Details	November 25, 2003
A24	Clock Face Details	November 25, 2003
A25	Clock Mechanism Inventory	November 25, 2003
A26	Clock Mechanism Inventory	November 25, 2003
A27	Clock Mechanism Details	November 25, 2003
E1	Electrical Work	November 25, 2003

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.



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AIA DOCUMENT A101-1997  
OWNER-CONTRACTOR AGREEMENT

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum No. 1	January 13, 2004	2
Addendum No. 2	January 22, 2004	2
Addendum No. 3	January 26, 2004	1

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

**8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:**  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.*

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

*AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.*

*This document has been approved and endorsed by The Associated General Contractors of America.*



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**OFFICE OF THE ADMINISTRATOR**

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

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

April 9, 2004

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

From: John M. Zeunik *John M. Zeunik*

Re: Old County Courthouse: Dome and Roof Project

At the March 16<sup>th</sup> Property Committee Stand-up Meeting, the Committee deferred action on approval of the contract with Kajima Construction Services for the renovation and restoration of the Dome and Roof at the Old County Courthouse. Mr. Jeff Koerber, Wiss, Janney, Elstner Associates, Inc., has advised the Committee that the low bid received from Kajima meets the bid specifications. Mr. Koerber has advised the Property Committee that the project should include the base bid, a 15% construction contingency and alternates 1,2,3,4,5, and 7. For your information and review, here is a breakdown of the architect's recommended total construction budget, the grant funding available, and the shortfall:

Base Bid -- Submitted by Kajima Construction	\$ 840,735.00
15% of Base Bid - Contingency -	\$ 126,110.00
Alternates 1,2,3,4,5 and 7 -	<u>\$ 272,150.00</u>
Total Cost of Project -	<u>\$1,238,995.00</u>
Illinois Public Museum Capital Grant -	\$ 500,000.00
Architect's Fee -	\$ 93,500.00
Available Grant Funding for Project -	\$ 406,500.00
Budget Shortfall for Project -	<u>(\$ 832,495.00)</u>



The Honorable Chairman and Members of the Executive Committee  
April 9, 2004  
Page Two

At the April 1st Property Committee meeting, the Committee recommended proceeding with the project as recommended by the architect.

In response to the Property Committee's request to present alternatives for funding this project, I have summarized below two alternatives for review and consideration.

- (1) The sale of the McBarnes Memorial Building will net the County \$226,170.87 after closing costs, the open receivable due to the General Fund (\$100,009.63), and the McBarnes Capital Lease Fund deficit (\$72,561.00) are subtracted from the sale. The Committee can recommend to the Board that 100% of the net proceeds from the sale of the McBarnes Memorial Building be applied to the restoration and renovation of the dome and roof areas of the Old County Courthouse. After applying the net proceeds of the sale of the McBarnes Memorial Building to the project, the balance to be funded totals \$606,495.00.
- (2) As discussed at the March 4<sup>th</sup> Committee meeting, the balance can be funded can by a loan from the Public Building Commission. Such a loan would be structured for a fixed term (10 years) at a 0% interest rate. The loan would be repaid through an annual appropriation in the Old County Courthouse program in the Facilities Management Departmental budget. Where the principal amount to be borrowed is \$606,495.00, the annual payment over a 10-year term at 0% interest rate would be \$60,650.00. The addition of this loan payment to the Old County Courthouse budget would add approximately \$0.00222 to the County's total property tax levy.

Where the principal amount to be borrowed is \$832,495.00, the annual payment over a 10-year term at 0% interest rate would be \$83,250.00. The addition of this loan payment to the Old County Courthouse budget would add approximately \$0.00305 to the County's total property tax levy.

Should you have any questions concerning the options available and the financing alternatives presented, please call me at 888-5110.

Thank you.

RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING and AUTHORIZING FINANCING to COMPLETE  
the REPAIR and RENOVATION of the DOME and ROOF AREAS  
of the OLD McLEAN COUNTY COURTHOUSE

WHEREAS, the State of Illinois has awarded the McLean County Museum of History an Illinois Public Museum Capital Grant in the amount of \$500,000.00 for the repair and renovation of the Dome and Roof areas of the Old McLean County Courthouse; and,

WHEREAS, the Property Committee of the McLean County solicited bids from qualified contractors to complete the repair and renovation of the Dome and Roof areas of the Old McLean County Courthouse in accordance with the terms and conditions of the grant award; and,

WHEREAS, Wiss, Janey, Elstner Associates Inc., the project architect, has reviewed the bids received and has recommended that a contract for repair and renovation of the Dome and Roof areas of the Old McLean County Courthouse be awarded to Kajima Construction Services, the qualified lowest bid meeting the bid specifications; and,

WHEREAS, Wiss, Janey, Elstner Associates Inc. has recommended that Alternates 1, 2, 3, 4, 5, and 7 be included in the total project for repair and renovation of the Dome and Roof areas of the Old McLean County Courthouse; and,

WHEREAS, the total construction cost for repair and renovation of the Dome and Roof areas of the Old McLean County Courthouse totals \$1,112,885.00; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, April 1, 2004, recommended that the Public Building Commission of McLean County approve and execute a construction contract with Kajima Construction Services for the repair and renovation of the Dome and Roof areas of the Old McLean County Courthouse; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, April 1, 2004, recommended that, in addition to the Illinois Public Museum Capital Grant in the amount of \$500,000.00, the additional funding needed to complete the repair and renovation of the Dome and Roof areas of the Old McLean County Courthouse be secured from the net proceeds of the sale of the McBarnes Memorial Building and from a 10 year, interest free loan from the Public Building Commission of McLean County; now, therefore,

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

- (1) The McLean County Board herewith recommends that the Public Building Commission of McLean County approve and execute a construction contract with Kajima Construction Services for the repair and renovation of the Dome and Roof areas of the Old McLean County Courthouse.
- (2) The McLean County Board herewith further recommends that , in addition to the Illinois Public Museum Capital Grant in the amount of \$500,000.00, the additional funding needed to complete the repair and renovation of the Dome and Roof areas of the Old McLean County Courthouse be secured from the following sources:
  - a) the net proceeds of the sale of the McBarnes Memorial Building in the amount of \$226,000.00;
  - b) a 10 year, interest free loan from the Public Building Commission of McLean County in the amount of \$606,495.00.

(2)

- (3) The McLean County herewith requests that the County Clerk forward a certified copy of this Resolution to the Chairman of the Public Building Commission of McLean County, the Legal Counsel to the Public Building Commission of McLean County, the County Treasurer, the County Auditor, and the County Administrator.

ADOPTED by the McLean County Board this 20<sup>th</sup> day of April, 2004.

ATTEST:

APPROVED:

---

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

---

Michael F. Sweeney, Chairman  
McLean County Board



ENGINEERS  
ARCHITECTS  
MATERIALS SCIENTISTS

RECEIVED

MAR 30 2004

Wiss, Janney, Elstner Associates, Inc.  
120 N. LaSalle Street, Suite 2000  
Chicago, Illinois 60602  
312.372.0555 tel | 312.372.0873 fax  
www.wje.com

MEMORANDUM

Facilities Mgt. Div.

Via: E-mail  
To: Jack Moody  
(jack@mclean.gov)  
From: Jeff Koerber  
Date: 29 March 2004  
Project: Old McLean County Courthouse  
WJE No. 2001.3337  
Subject: Construction Costs in Contract Draft

Facilities Manager, McLean County

This memo addresses the construction costs as included in the contract draft currently under review by McLean County. These construction costs were negotiated by WJE with Kajima Construction Services (Kajima) based on their bid submitted on 28 January 2004.

*Why are construction costs different than the bids?*

Following the request of the Property Committee on 5 February 2004 to review the bids and recommend an apparent low bidder, WJE contacted the three bidders (P.J. Hoerr, Felmley-Dickerson, and Kajima) to respond to specific questions regarding their submitted prices. Our questions were intended to verify that the bidders have a correct understanding of the scope of work as described in the contract documents, as well as determine why some of the bidders' responses varied widely. Answers to the questions were discussed in WJE's memo to McLean County dated 16 February 2004.

The most extensive set of questioning was put to Kajima, who had submitted the lowest bid numbers. In response to the questions on the completeness of their bid, Kajima stated in a memo dated 13 February 2004 that their Base Bid cost figure was good, but that their Package Prices and Unit Costs did not include all general condition items, such as scaffolding and taxes. This was reported in our memo dated 16 February 2004. In a follow-up memo from Kajima dated 20 February 2004, they stated that their price for Alternate No. 2 (limestone cladding repairs at courses 6 through 8 on the dome drum) did not include all general condition items either, and a revised price was stated. Kajima also gave a different price for clock work under Alternate No. 1 (clock mechanism reinstallation, see discussion below). We queried Kajima further, and requested that they verify the price of Alternate No. 2, as well as Alternates No. 3, 4, and 5 because these are masonry repair items similar in scope to Alternate No. 2.

Kajima's response was given in their memo dated 16 March 2004. After verifying that the prices submitted by their subcontractors included general condition costs, Kajima showed increases in the Alternate items. The Base Bid remained the same. The only issue still outstanding was the cost of taxes on materials (see discussion below).

*Clock Work*

While reviewing the original bids, we noted that P.J. Hoerr and Felmley-Dickerson submitted prices for Alternate No. 1 that was significantly larger than what would be expected for the items shown in the contract documents. The bid from Felmley-Dickerson included a letter from a clock manufacturer who recommended that the clock mechanisms *and* the clock faces be *replaced*. This was not the intent of our repair documents, which called for reinstallation of the existing clock mechanisms in Alternate No. 1. Kajima's memo dated 20 February 2004 gave a similar price as P.J. Hoerr and Felmley-Dickerson for Alternate No. 1.

WJE asked Kajima what this revised price for Alternate No. 1 included. We suspected that the glazing and iron frame work on the clock faces may not have been included in the Base Bid, even though it should be. Kajima verified that the Base Bid did not include the work at the clock face, but were put in

Alternate No. 1 instead. Based on our subsequent re-review of the bid forms submitted by P.J. Hoerr and Felmley-Dickerson, we determined that their bids were structured the same way.

Had the bidders read Section 01010 of the specification (and numerous other places), they would have realized that the clock face work should have been included in the Base Bid. Why did they deviate on this item? The manufacturer of the single piece of additional clock mechanism specified for the project (the bell striker to be included in Alternate No. 1) probably came back to the contractors with the replacement scope of work, even though this was far in excess of what was shown on our documents. Clock mechanisms and clock faces are not items that contractors (or architects and engineers) work on with any frequency, and so it appeared to be easier for the bidders to accept the clock manufacturer's price proposal without examining what this entailed or whether items fell under the Base Bid or Alternate No.

1. Why didn't WJE anticipate this situation better, and try to direct the bidders differently? With such specialized work, it is difficult to predict how the market will respond. The clock work included in our repair documents fell into four basic parts:

1. Dismantle and store the existing mechanical and electrical components and clock faces.
2. Rehabilitate selected existing components (primarily the clock face frames and glazing) for reinstallation.
3. Reinstall the existing clock mechanisms and electrical components.
4. Install one (1) new bell striker in the dome lantern.

Items 2 and 3 are the most complex. Item 2 requires work on the existing glazing and clock frame that is similar to stained glass work. Item 3 calls for the skill of a master mechanic who understands or can become familiar with monumental clock mechanisms. Kajima suggested approaching this scope of work with a not-to-exceed allowance. It is not unusual in work as specialized as these items to approach them by an allowance. At the negotiation meeting held at the Old Courthouse on 23 March 2004, WJE and Kajima set an allowance amount for the clock work of \$75,000. This cost figure was based in part on a breakdown that Kajima obtained from their original clock subcontractor. In order to insure that the clock faces are repaired with the allowance figure developed, an item that is necessary to enclose the dome attic space, the clock face (Part A) and clock mechanism (Part B) allowances are itemized separately, with the larger portion going to the clock faces. WJE will work with Kajima to select appropriate subcontractors to perform work on the clock mechanisms.

### *Comparison of Bids and Contract Prices*

The table shown below summarizes the cost figures as listed in the draft construction contract currently under review by McLean County:

	Bid on 28 January 2004	Construction Contract
Base Bid	\$ 840,735.00	\$ 840,735.00
Alternate No. 1	6,500.00 <sup>1</sup>	Part A <sup>2</sup> 40,000.00 Part B <sup>3</sup> 35,000.00
Alternate No. 2	80,878.00	93,000.00
Alternate No. 3	2,936.00	3,376.00
Alternate No. 4	61,070.00	70,230.00
Alternate No. 5	23,160.00	26,634.00
Alternate No. 7	3,400.00	3,910.00
<b>Total</b>	<b>\$ 1,083,621.00</b>	<b>\$ 1,112,885.00</b>

<sup>1</sup> This bid figure from Kajima only included the electrical work, and not the clock mechanism reinstallation.

<sup>2</sup> Part A: Repair and rehabilitation of the four (4) clock faces (glazing and frames), for the not-to-exceed allowance shown above.

<sup>3</sup> Part B: Maintenance work and reinstalling existing clock mechanisms and providing and installing new strike mechanism for stationary bronze bell, for the not-to-exceed allowance shown above.

Please note the increases in the Alternate price figures, which is due to the inclusion of general condition costs as discussed earlier in this memo.

***With all of these adjustments to Kajima's bid prices, is Kajima still the low bidder?***

Kajima still is the low bidder. Because all three of the bidders approached the work on the clock faces the same way, i.e., they put the cost of the clock work (faces and mechanisms) into Alternate No. 1, and got their price from the same manufacturer, we would be having the same problem with any of the three bidders. The repair and reinstallation work outlined in our documents would need to be added to the contract as an allowance, no matter which bidder was accepted.

The table below shows a comparison of the bid figures from P.J. Hoerr and Felmley-Dickerson with the costs as itemized in the draft contract with Kajima. We have inserted the same allowance for all three bidders in Alternate No. 1 in order to show that Kajima is the low bidder.

	P.J. Hoerr	Felmley-Dickerson	Kajima
Base Bid	\$ 1,048,700.00	\$ 943,000.00	\$ 840,735.00
Alternate No. 1	75,000.00	75,000.00	75,000.00
Alternate No. 2	85,000.00	46,300.00	93,000.00
Alternate No. 3	14,000.00	5,000.00	3,376.00
Alternate No. 4	57,000.00	22,200.00	70,230.00
Alternate No. 5	74,000.00	28,600.00	26,634.00
Alternate No. 7	11,000.00	3,900.00	3,910.00
	<b>\$ 1,364,700.00</b>	<b>\$ 1,124,000.00</b>	<b>\$ 1,112,885.00</b>

***Taxes***

The issue of taxes on materials for the project was discussed at the negotiation meeting held at the Old Courthouse on 23 March 2004. Because the building is owned by a governmental agency, and the occupant is a private non-profit organization, taxes should not apply. Mr. Jack Moody with McLean County gave Kajima contact information to work out the details for the necessary exemption.

***Alternates***

One final issue to be clarified is the Alternate work items included in the construction contract. Our memo dated 16 February 2004 stated which Alternates should be included in the project. We did not, however, discuss why Alternates No. 6 and No. 8 should not be included.

Alternate No. 6 calls for the installation of a functional flagpole in lieu of the ornamental flagpole on the dome roof included in the Base Bid. The existing ornamental flagpole was not conveniently designed to have a flag installed. Structurally, it does have a structural steel tube that, because of its current corroded condition, is to be replaced in the Base Bid with a new structural steel pole and covered with sheet metal to match the current appearance. It probably did have a flag flying from it at one time, since there are signs on the existing sheet metal roof and limestone dome drum cladding that hoisting cables were strung up to the peak. It probably did not work very well, and I do not recall seeing any historic photographs showing a flag in position. The old hoisting cables dented and scraped the existing sheet metal roof and left marks on the limestone cladding as well. They had to have exterior hoisting cables because there is not any way to access the base of the flagpole. The lantern contains a bell that is quite large, and getting to the base of the flagpole is not truly practical unless a person is very skinny and flexible. So why was it included in the bid documents at all? It probably should have been excluded, given the relative impracticality of having an operable flagpole. The "internal halyard" flagpole included in Alternate No. 6 only partially alleviated the problem, since it still was necessary to access the base of the flagpole to change the flag, and the bell would still be in the way. By the time I realized all of the problems with trying to install an operable flagpole, the bid documents were nearly completed. It was worth getting a

price, however, to see how the cost of a replica steel pole clad in copper would be compared to a new functional flagpole.

Alternate No. 8, for the rebuilding of a selected portion of the limestone balustrade, should not be implemented for the following of reasons. First, the stabilization work included in the base bid is designed to do just that, stabilize the balustrade, and is designed to be sufficient for the current condition of the balustrade. Second, I did not think that the prices for this small amount of rebuilding work was very good from any of the bidders, which makes sense because of the small scale of work under Alternate No. 8. Rebuilding of all of the balustrades, which is the long term solution, would likely be more cost effective. Spending money on Alternate No. 8 would not be that wise at this time. In the future, rebuilding of the balustrades will need to be performed, and would make sense if it can be combined with replacement of the main roof, a project that can be deferred for a few more years.

You may question why we even asked for prices on these Alternates. It is valuable to ask for prices on items even if you are not sure you want to do that particular portion of the work. Sometimes it is useful to know the market price for an item to help decide if it is worth doing or not.

Should you have any questions about the above discussion, please contact me.

cc: Greg Koos - McLean County Museum of History  
Diane R. Bostic - McLean County Property Committee

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MAR 30 2004

Facilities Mgt. Div. RIDER A

## CONTRACT SUM ANALYSIS

<b>BASE BID</b>		<b>\$840,735.00</b>
<b>Alternate 1</b>	<b>Part A (Not to Exceed Allowance)</b>	<b>\$40,000.00</b>
<b>Alternate 2</b>	<b>Part B (Not to Exceed Allowance)</b>	<b>\$35,000.00</b>
<b>Alternate 2</b>	<b>Lump Sum</b>	<b>\$93,000.00</b>
<b>Alternate 3</b>	<b>Lump Sum</b>	<b>\$3,376.00</b>
<b>Alternate 4</b>	<b>Lump Sum</b>	<b>\$70,230.00</b>
<b>Alternate 5</b>	<b>Lump Sum</b>	<b>\$26,634.00</b>
<b>Alternate 7</b>	<b>Lump Sum</b>	<b><u>\$3,910.00</u></b>
	<b>Contract Amount</b>	<b>\$1,112,885.00</b>





**ILLINOIS COMMERCE COMMISSION  
TRANSPORTATION DIVISION / RAIL SAFETY SECTION**

*Michael E. Stead*

*Rail Safety Program Administrator*

March 4, 2004

Mr. Rick Ray  
Adm. of Highway Grade Crossings  
Norfolk Southern Railway Company  
185 Spring Street, SW  
Atlanta, GA 30303

Mr. John W. Mitchell  
McLean County Engineer  
102 S. Towanda Barnes Road  
Bloomington, IL 61704

Mr. Charles J. Ingersoll, P. E.  
Engineer of Local Roads & Streets  
Illinois Department of Transportation  
2300 South Dirksen Parkway, Room 205  
Springfield, IL 62764  
Attn: Jeff Harpring

Mr. Tommie L. Boitnott  
Dry Grove Township Highway Commissioner  
419 Mitsubishi Motorway  
Normal, IL 61761

Dear Gentlemen:

Enclosed is Stipulated Agreement No. **1088** concerning improvements at the 1700N/CH 18 ~~280A~~ (AAR/DOT 475 075L, milepost 380.70) and 1100E/TR 154 (AAR/DOT 475 074E, milepost 380.60) highway-rail grade crossings of the Norfolk Southern Railway Company's main track in Dry Grove Township, McLean County, Illinois.

In accordance with the provisions of the procedures for initiation and execution of the Stipulated Agreement, the parties will execute the agreement within 60 days from the date of mailing and return it to our office or the terms of the agreement shall be renegotiated or declared void. Section 8 contains new criteria pertaining to the filing of reports and procedures for submitting bills for reimbursement from the Grade Crossing Protection Fund.

We urge all parties to act expeditiously in executing the attached agreement so that the Commission will be in a position to enter an early Order in this matter. If you have any questions, please contact Dick Daniels, Railroad Safety Specialist, at (217) (217) 785-8420 or rdaniels@icc.state.il.us.

Very truly yours,

Michael E. Stead  
Railroad Safety Program Administrator

Enclosure  
RAD

**RECEIVED**

MAR 08 2004

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT NO. 1088**

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission, hereinafter referred to as "Commission", the Norfolk Southern Railway Company, hereinafter referred to as "Company", McLean County, hereinafter referred to as "County", "Dry Grove Township", hereinafter referred to as "Township, and the State of Illinois, Department of Transportation, hereinafter referred to as the "Department".

**WITNESSETH:**

WHEREAS, it has come to the attention of the Commission through informal correspondence, that inquiry should be made into the matter of improving public safety at the 1700N/CH 18 and the 1100E/TR 154 highway-rail grade crossings of the Norfolk Southern Railway Company's track in Dry Grove Township, both located in McLean County, Illinois, designated as crossings AAR/DOT 475 075L, milepost 380.70-NL, and AAR/DOT 475 074E, milepost 380.60-NL respectively; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossing by a diagnostic team, including a member of the Commission's Transportation Division, Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and all other pertinent data relating to the crossing have been obtained and shown on Exhibits A-1 and A-2, attached to the Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection Fund ("Fund") of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the proper improvements in the interest of public safety at the aforesaid crossings should be as follows:

(1) 1700N/CH 18

- (a) The installation of automatic flashing light signals and gates controlled by constant warning time circuitry.

(2) 1100E/TR 154

- (a) The installation of automatic flashing light signals and gates controlled by constant warning time circuitry.
- (b) The reconstruction of the highway approaches, in order to comply with requirements of 92 Illinois Administrative Code, Part 1535.204.

Section 3 The Company has prepared preliminary "round figure" estimates of cost to accomplish the proposed warning device improvements, which it may be required to perform. Said estimates are attached as Exhibits B-1 and B-2. The Company shall, upon Order, according to the requirements contained therein, prepare detailed drawings, detailed circuit plans, estimates of cost and any required specifications for the proposed improvements for the approval of the Commission and Department.

Section 4 Dry Grove Township has prepared a preliminary estimate of cost to accomplish the proposed improvements, which they each may be required to perform. The Township shall, upon Order, according to the requirements contained therein, prepare plan and profile drawings, estimates of cost, and any required specifications for the proposed improvements for the approval of the Commission and Department.

Section 5 The Company, County, and Township shall upon Order, according to the requirements contained therein, each proceed toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed improvements should be twelve (12) months, from the date of Commission Order subsequent to this Agreement.

**Section 6** The parties hereto agree that an equitable division of cost for the proposed improvements should be as follows:

**1700N/CH 18**  
(AAR/DOT #475 075L)

IMPROVEMENT	EST. COST	GCPF	MCLEAN COUNTY	DRY GROVE TWP.	NS RAILWAY COMPANY
Install Automatic Flashing Light Signals and Gates, controlled by CWT Circuitry	\$166,600	\$141,610 <sup>1</sup> (85%)	\$16,660 (10%)	\$0	Remainder <sup>2</sup>

**1100E/TR 154**  
(AAR/DOT #475 074E)

IMPROVEMENT	EST. COST	GCPF	MCLEAN COUNTY	DRY GROVE TWP.	NS RAILWAY COMPANY
Install Automatic Flashing Light Signals and Gates, controlled by CWT Circuitry	\$156,100	\$148,295 <sup>1</sup> (95%)	\$0	\$0	Remainder <sup>2</sup>
Reconstruct Existing Approaches	\$35,000	\$17,500 <sup>3</sup> (50%)	\$0	Remainder <sup>3</sup>	\$0

**Notes:**

- <sup>1</sup> Assistance from the Grade Crossing Protection Fund (GCPF) not to exceed \$289,905 for new automatic warning devices.
- <sup>2</sup> Company responsible for all future operating and maintenance costs associated with the new automatic warning devices.
- <sup>3</sup> The cost to reconstruct the highway approaches, as set forth in Section 2, is estimated at \$35,000. The Fund should pay 50% of the reconstruction costs, not to exceed \$17,500, with the Township paying all remaining reconstruction costs as well as all future maintenance of the highway approaches.

**Section 7** The County and the Township are financially able and willing to bear equitable portions of the cost for the proposed improvements as may be assigned by the Order and indicates this intent by Resolution attached as Exhibit D-1 (County) and Exhibit D-2 (Township).

**Section 8** Since the crossing approach reconstruction improvements at the 1100E/TR154 crossing will be performed by the Township, or its respective contractor crews, flagging and contractor liability insurance will be required for said work.

The Company, County, and the Township shall, at six (6) month intervals from the date of Commission Order subsequent to this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a written report stating the progress it has made toward completion of the work herein required. Each progress report shall include the Commission Order number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type

of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Company, County, and the Township employee responsible for management of the project.

All bills for expenditures authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Fiscal Control Unit of the Illinois Department of Transportation's Bureau of Local Roads and Streets, Illinois Department of Transportation, Central Bureau of Local Roads and Streets, Room 205, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The Department shall send a copy of all bills to the Director of Processing and Information, Transportation Division of the Commission. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twenty-four (24) months from the date of Commission Order subsequent to this Agreement. The Department shall, at the end of the 24<sup>th</sup> month from the Commission Order date, de-obligate all residual funds accountable for installation cost for this project.

Section 9 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

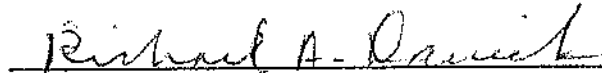
In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the Commission this 4<sup>th</sup> day of **March**, 2004.



Michael E. Stead  
Rail Safety Program Administrator

Attest:



Richard A. Daniels  
Railroad Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. **1088** concerning improvements at the crossings of the Company's track with public highways known as 1700N/CH18 and 1100E/TR154, in Dry Grove Township, both located in McLean County, Illinois, designated as crossings AAR/DOT 475 075L, milepost 380.70-NL, and AAR/DOT 475 074E, milepost 380.60-NL, respectively.

Executed by McLean County this 20<sup>th</sup> day of April 2004.  
(County)

MCLEAN COUNTY

---

By: \_\_\_\_\_  
Michael F. Sweeney  
Chairman, McLean County Board

Attest:

---

Peggy Ann Milton  
McLean County Clerk

**ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT  
CROSSING DATA FORM**

**GENERAL INFORMATION:** See Location Sketch

<b>RAILROAD</b>	Norfolk Southern Railway Company
<b>USDOT#, MILEPOST</b>	475 075L, MP 380.70-NL
<b>STREET, CITY, COUNTY</b>	1700N/CH 18, Near Bloomington, McLean County
<b>JURISDICTION (RDWY)</b>	County
<b>LOCATION</b>	Rural, Commercial
<b>STREET SURFACE</b>	Hot mix, 26', good condition

**CROSSING DATA:** See Location Sketch for roadway profile and track centers

<b>TRACK (W-E or N-S)</b>	<b>SURFACE TYPE</b>	<b>SURFACE WIDTH</b>	<b>SURFACE CONDITION</b>
NW to SE (Triple track)	Timber and Asphalt	47'	Good condition

**ROADWAY DATA:** See Location Sketch

<b>INTERSECTING ROADS:</b>	1100E is 360' east, and White Oak Rd. is 440' east
<b>TRAFFIC CONTROL</b>	Stop sign for 1100E
<b>ADT &amp; SPEED</b>	3450 @ 55mph
<b>TRAFFIC TYPE</b>	Passenger, School Busses, Hazardous Materials, Other
<b>ADVANCE WARNING</b>	Yes
<b>PAVEMENT MARKING</b>	Yes

**RAILROAD DATA:** See Location Sketch

<b>FREIGHT TRAFFIC</b>	6 Per day @ 49 MPH, 1 Switch Movement, Day & Night
<b>PASSENGER TRAFFIC</b>	None
<b>WARNING DEVICES</b>	AFLS

**NOTES:**



**VISIBILITY STUDY:** See Location Sketch

<b>Train Speed</b>	49	<b>MPH</b>
<b>Roadway Speed</b>	55	<b>MPH</b>
<b>Required Stopping Sight Distance (SSD)</b>		
<b>Along Roadway</b>	520	<b>FEET</b>
<b>Along Tracks</b>	540	<b>FEET</b>
<b>Required Clearing Sight Distance (CSD) (Along Tracks)</b>	1200	<b>FEET</b>

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

<b>QUADRANT</b>	<b>CSD (FT)</b>	<b>OBSTRUCTION</b>	<b>SSD (FT)</b>	<b>OBSTRUCTION</b>
<b>NE</b>	OK	N/A	*	N/A
<b>NW</b>	OK	N/A	*	N/A
<b>SE</b>	OK	N/A	*	N/A
<b>SW</b>	OK	N/A	*	N/A

\*Note: The installation of automatic flashing light signals and gates eliminates the need to satisfy minimum Sight Distance criteria.

**APPROACH GRADES:** See Location Sketch

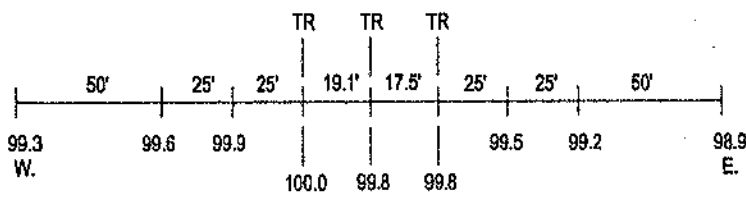
<b>DIRECTION: WEST</b>			<b>DIRECTION: EAST</b>		
<b>DISTANCE (FT)</b>	<b>ELEVATION (FT)</b>	<b>GRADE (%)</b>	<b>DISTANCE (FT)</b>	<b>ELEVATION (FT)</b>	<b>GRADE (%)</b>
25	**	0.4	25	**	1.2
50	**	1.2	50	**	1.2

Distance measured from outermost rail. \*\* See page 3

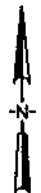
**COMMENTS:**

The railroad's "round figure" estimate for the new automatic flashing light signals and gates with CWT circuitry is \$166,600. Staff recommends the Grade Crossing Protection Fund pay 85% of the installation costs, not to exceed \$141,610, the county pay 10%, not to exceed \$16,660, and the railroad pay all remaining installation costs, as well as all operating and maintenance costs.

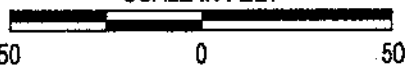
See Page 3 for a Location Sketch (Aerial Photo) of the crossing.



ROAD PROFILE



SCALE IN FEET



③ Photo Location

Crossing #: 475075L  
 Location: McLean Co., City of Bloomington (N)  
 Lat/Long: 40°31'55" / 89°03'42"  
 Railroad: NS  
 Street: 1700 N  
 Railroad Milepost: 380.70  
 Crossing Protection: Train Activated Devices

**ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT  
CROSSING DATA FORM**

**GENERAL INFORMATION:** See Location Sketch

<b>RAILROAD</b>	Norfolk Southern Railway Company
<b>USDOT#, MILEPOST</b>	475 074E, MP 380.60-NL
<b>STREET, CITY, COUNTY</b>	1100E/TR 154, Near Bloomington, McLean County
<b>JURISDICTION (RDWY)</b>	township
<b>LOCATION</b>	Rural, Commercial
<b>STREET SURFACE</b>	Bituminous, 20', good condition

**CROSSING DATA:** See Location Sketch for roadway profile and track centers

<b>TRACK (W-E or N-S)</b>	<b>SURFACE TYPE</b>	<b>SURFACE WIDTH</b>	<b>SURFACE CONDITION</b>
NW to SE	Timber and Asphalt	38'	fair condition

**ROADWAY DATA:** See Location Sketch

<b>INTERSECTING ROADS:</b>	1700N is 437' north.
<b>TRAFFIC CONTROL</b>	Stop sign
<b>ADT &amp; SPEED</b>	300 @ 55mph
<b>TRAFFIC TYPE</b>	Passenger, School Busses, Hazardous Materials, Other
<b>ADVANCE WARNING</b>	Yes
<b>PAVEMENT MARKING</b>	No

**RAILROAD DATA:** See Location Sketch

<b>FREIGHT TRAFFIC</b>	6 Per day @ 49 MPH, Day & Night
<b>PASSENGER TRAFFIC</b>	None
<b>WARNING DEVICES</b>	AFLS

**NOTES:**

**VISIBILITY STUDY:** See Location Sketch

<b>Train Speed</b>	49	<b>MPH</b>
<b>Roadway Speed</b>	55	<b>MPH</b>
<b>Required Stopping Sight Distance (SSD)</b>		
<b>Along Roadway</b>	520	<b>FEET</b>
<b>Along Tracks</b>	540	<b>FEET</b>
<b>Required Clearing Sight Distance (CSD) (Along Tracks)</b>	1200	<b>FEET</b>

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

<b>QUADRANT</b>	<b>CSD (FT)</b>	<b>OBSTRUCTION</b>	<b>SSD (FT)</b>	<b>OBSTRUCTION</b>
<b>NE</b>	OK	N/A	*	N/A
<b>NW</b>	OK	N/A	*	N/A
<b>SE</b>	OK	N/A	*	N/A
<b>SW</b>	OK	N/A	*	N/A

\*Note: The installation of automatic flashing light signals and gates eliminates the need to satisfy minimum Sight Distance criteria.

**APPROACH GRADES:** See Location Sketch

<b>DIRECTION: South</b>			<b>DIRECTION: North</b>		
<b>DISTANCE (FT)</b>	<b>ELEVATION (FT)</b>	<b>GRADE (%)</b>	<b>DISTANCE (FT)</b>	<b>ELEVATION (FT)</b>	<b>GRADE (%)</b>
25	99.0	4.0	25	99.8	0.8
50	98.9	0.4	50	99.7	0.4

Distance measured from outermost rail.

**COMMENTS:**

The railroad's "round figure" estimate for the new automatic flashing light signals and gates with CWT circuitry is \$156,100. Staff recommends the Grade Crossing Protection Fund pay 95% of the installation costs, not to exceed \$148,295, and the railroad pay all remaining installation costs, as well as all operating and maintenance costs.

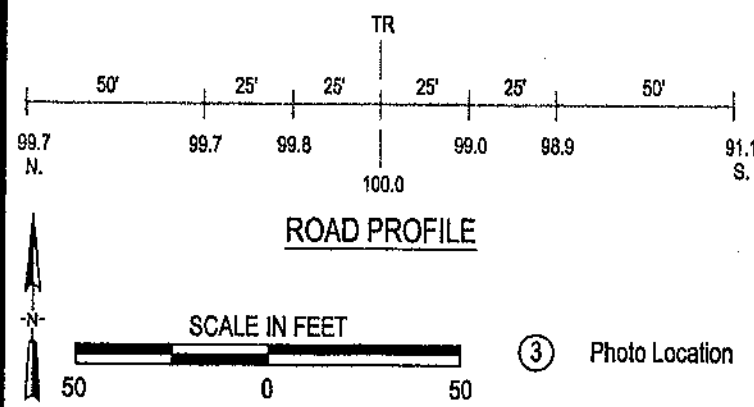
The Township's "ballpark" estimate for highway approach grade improvements is \$35,000. Because of the Township's financial hardship, staff recommends the GCPF pay 50% of the approach reconstruction costs, not to exceed \$17,500, and the GCPF pay the remainder.

See Page 3 for a Location Sketch (Aerial Photo) of the crossing.

Standard FL, Reflect Xbuck  
 10.9' - cl of tr. 8.6' - eop



Standard FL, Reflect Xbuck  
 10.9' - cl of tr. 8.2' - eop



Crossing #: 475074E  
 Location: Mclean Co., City of Bloomington (N)  
 Lat/Long: 40°31'51" / 89°03'38"  
 Railroad: NS  
 Street: 1100 E  
 Railroad Milepost: 380.60  
 Crossing Protection: Train Activated Devices

Round Figure Estimate for Grade Crossing Warning Devices

City/Stat BLOOMINGTON, IL  
MilePost: SP-380.6  
State Proj.  
S&E Proj. 04.0515  
Man Days: 104

Road: TR-154  
DOT/AAR: 475074E  
County: MCLEAN  
AFE:  
File 061-04.505

**\*\*\*Purchases - Other\*\*\***

Meals and	\$8,610.00	
Rental of (2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 26 Days)	\$18,830.00	
Construction Supervision	\$350.00	
Contingencies	\$590.00	
Purchases - Other		\$28,380.00

**\*\*\* Material and Additives\*\*\***

Material	\$63,420.00	
Sales and Use	\$3,170.00	
Material Handling &	\$6,020.00	
Material		\$72,610.00

**\*\*\*Labor and Additives\*\*\***

Labor (4 man crew at \$852.00 a day for: 26 days)	\$22,150.00	
Payroll Tax &&	\$19,180.00	
Preliminary	\$7,530.00	
Construction	\$6,250.00	
Labor		\$55,110.00
	Subtotal	\$156,100.00
	Credit: (Salvage/Scrap)	\$0.00
	<b>Project</b>	<b>\$156,100.00</b>

Estimated on: 13-Jan-04

Estimated by: rhray

**Estimate valid for 1 year from date of estimate**

**Round Figure Estimate for Grade Crossing Warning Devices**

City/Stat BLOOMINGTON, IL  
 MilePost: SP-380.7  
 State Proj.  
 S&E Proj. 04.0516  
 Man Days: 112

Road: CH-18  
 DOT/AAR: 475075L  
 County: MCLEAN  
 AFE:  
 File 061-04.506

**\*\*\*Purchases - Other\*\*\***

Meals and	\$9,280.00	
Rental of (2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 28 Days)	\$20,280.00	
Construction Supervision	\$380.00	
Contingencies	\$520.00	
Purchases - Other		\$30,460.00

**\*\*\* Material and Additives\*\*\***

Material	\$67,130.00	
Sales and Use	\$3,360.00	
Material Handling &	\$6,380.00	
Material		\$76,870.00

**\*\*\*Labor and Additives\*\*\***

Labor (4 man crew at \$852.00 a day for: 28 days)	\$23,860.00	
Payroll Tax &&	\$20,660.00	
Preliminary	\$8,010.00	
Construction	\$6,740.00	
Labor		\$59,270.00
	Subtotal	\$166,600.00
	Credit: (Salvage/Scrap)	\$0.00
	<b>Project</b>	<b>\$166,600.00</b>

Estimated on: 13-Jan-04

Estimated by: rhray

**Estimate valid for 1 year from date of estimate**

ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT

Date April 20, 2004

Agreement #1088

The McLean County Board meeting on April 20, 2004, Resolve to  
(Board or Council of McLean County) (Date)

authorize John E. Mitchell, County Engineer to act as its designated agent in the  
(Name, Office)

processing of this Stipulated agreement and that McLean County is financially willing  
(County)

and able to bear the cost for the proposed improvements as may be assigned to it

according to Section 6 of this Agreement.