

Proceedings
of the
County Board
of
McLean County,
Illinois

April 20, 2004

*Subject to approval at
May 18, 2004
County Board Meeting*



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April 20, 2004

Notice of Public Hearing:

A Public Hearing was held on Tuesday, April 20, 2004 at 9:02 a.m. in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois. Mr. Mike Behary stated the following: notice of this Public Hearing was published in the Pantagraph on April 3, 2004 as required by law. The purpose of this public hearing is to consider a project for which financial assistance is being sought from the Illinois Department of Transportation in order to obtain two replacement buses. The buses will be used by SHOWBUS for rural public transportation. SHOWBUS provides rural public transportation in McLean, Livingston, Ford, and Iroquois Counties. Information regarding this project is in your County Board packets. Laura Dick, the Director of SHOWBUS, is here to answer any questions or concerns you may have in this regard. Ms. Dick stated the following: in McLean County there are about 500-600 rides per month that are provided out of the rural area. Mainly the destination is Bloomington-Normal although sometimes we take them longer for medical purposes. Chairman Sweeney stated the following: if there are no questions, then the Public Hearing is adjourned.

Regular Meeting:

The McLean County Board met on Tuesday, April 20, 2004 at 9:04 a.m. in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member O'Connor and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members Duffy Bass, Sue Berglund, Diane Bostic, Don Cavallini, Rick Dean, George Gordon, Ann Harding, Stan Hoselton, Chris Kalapp, Duane Moss, Sonny O'Connor, Benjamin Owens, Bette Rackauskas, Tari Renner, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, and Michael Sweeney.

The following Member was absent:

Member Robert Nuckolls.

Consent Agenda:

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

The Consent Agenda read as follows:

CONSENT AGENDA:

A. Approval of the Proceedings of the County Board, March 16, 2004

B. County Highway Department – Jack Mitchell, County Engineer

- 1) Request Approval of Letting Results from March 31, 2004 for County and Township Projects
- 2) Request Approval of Bridge Petition – Danvers Township Non-MFT Culvert
- 3) Request Approval of Bridge Petition – Gridley Road District – Bridge Deck Repair
- 4) Request Approval of State of Illinois – Illinois Commerce Commission Stipulated Agreement No. 1088 – Danvers Yuton Road
- 5) Request Approval of Resolution – McLean Road (CH44) Sec 03-00149-02-RS – MFT Improvement
- 6) Request Approval of Resolution – Colfax Weston Road (CH13) Sec 04-00130-09-RS – MFT Improvement

C. Building & Zoning – Phil Dick, Director

1) Zoning Cases:

- a) Approve the application of Brian Bangert in case SU-04-04, parcel number (16) 27-13-100-002. He is requesting a special use to allow a public stable in the Agriculture District on property which is located in Funks Grove Township at 5959 N. 1100 East Road, Shirley, IL
- b) Approve the application of Norman Kaupp in case SU-04-05, parcel number (17) 01-25-300-011. He is requesting a special use to allow a single family residence in the Agriculture District for the son of a farm owner on property which is located in Gridley Township immediately west of 1750 East Road and approximately ¼ miles north of Kappa Road

- c) Approve the application of Sharon O'Neall in case SU-04-06, parcel number (12) 23-29-100-02. She is requesting a special use to allow a Greenhouse/Nursery in the Agriculture District on property which is located in Dawson Township at 25391 E. 1000 North Road, Downs, IL

1) Subdivision Cases:

- a) Approve the application of Marvin and Annette Kaup for a waiver of preliminary plan requirements and a one lot final subdivision plat for Kaup Acres Subdivision, File No. S-04-04. The property is located in Gridley Township immediately west of 1750 East Road and approximately ¼ mile north of Kappa Road

D. Transfer Ordinances

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

1) Executive Committee:

- a) Request Approval to Award Bid for Property Tax Administration Software – Information Services

2) Finance Committee:

- a) Request Approval of Consolidation of Polling Places in Randolph Township
- b) Request Approval of Consolidation of Polling Places in Chenoa Township
- c) Request Approval of Professional Services Agreement for Health Insurance Benefit Broker

3) Property Committee:

- a) Request Approval for McLeod USA to Install UPS Batteries in their Tenant Space at 200 West Front Street – Facilities Management

- b) Request Approval of the Purchase of a Mower through Illinois Central Purchasing Management Services Joint Program – Parks and Recreation Department

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

1)

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
15356 Mountain View
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

2)

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

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on April 6, 2004 for a letting held on March 31, 2004 for McLean County and one (1) Road Districts 2004 MFT Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on April 6, 2004.

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

2004 MFT MAINTENANCE SECTION:

Downs R.D..... Sec. 04-14000-00-GM GR4


Successful bidders on the above section were:

Rowe Construction Co. (Heyworth).....	\$38,750.00
Stark Materials, Inc. (Gesell).....	\$36,250.00
Stark Materials, Inc. (Rettick).....	\$37,250.00

2004 MFT CONSTRUCTION SECTION:

Stark Excavating, Inc. Bloomington, Illinois, was the successful bidder on the following section:

McLean County Sec. 02-00160-01-BR @ \$ 597,178.65



Michael F. Sweeney, Chairman McLean County Board

STATE OF ILLINOIS]
] SS.
 COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County in the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on April 20, 2004.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 20th day of April A.D., 2004.

[SEAL]



Peggy Ann Milton
 McLean County Clerk

DOWN'S RD
SEC. 04-14000-00-GM GR 4

ITEM
Agg Surf Crsa, 1/2 B, CA 6/10

Location of Pk or Quarry

DELIVERY QUANTITY	UNIT	UNIT PRICE	TOTAL	ENGINEERS ESTIMATE	ROWE	STARK	BRIAN MOSER TRUCKING	CARRI SCHARF
5,000	Ton	\$7.50	\$37,500.00	\$37,500.00	\$7.75	\$36,250.00	\$0.00	\$0.00
			\$37,500.00		\$38,750.00	\$36,250.00	\$0.00	\$0.00
						-3.33%	-100.00%	-100.00%

SOUTH OF DOWNS
GESELL POINT
STARK

UNIT PRICE	TOTAL
\$7.45	\$37,250.00
	\$37,250.00
	-0.67%

RETYCK PT

BRIDGE PETITION

Danvers Road District
Section 2004 Danvers Joint Culvert

TO: McLean County Board
% McLean County Clerk
104 W Front St – Rm 704
Bloomington, IL 61701

2004 Danvers Joint Culvert Drainage Structure on 1950 North at 300 East in Danvers Road District.

Ladies and Gentlemen:

Danvers Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501, of the Illinois Compiled Statutes as amended; construct one structure located in the NE ¼ of Sec 4, T 24 N, R 1 W in Danvers Township.

That of the funds appropriated at the November 2003 meeting of the McLean County Board, Six Thousand, Two Hundred Fifty Dollars (6,250.00) be used as the County's share of the cost of the structure.

Danvers Road District certifies that they have levied the maximum on their Road and Bridge Funds the last two years.

Danvers Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new structure shall be Twelve Thousand, Five Hundred Dollars (12,500.00) and the present structure is inadequate.

Danvers Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted,

Larry D. Rapp
Highway Commissioner

Danvers Road District

Approved *John E. Mitchell*
John E Mitchell, County Engineer, McLean County, IL

Approved *Michael F. Sweeney*
Michael F Sweeney, Chairman McLean County Board

Sec. 2004 Gridley R.D. Non-MFT Bridge Repair

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

2004 Gridley R.D. Non-MFT Bridge Repair Drainage Structure located at 2180E on 2750N.

Ladies and Gentlemen:

Gridley Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the Illinois Compiled Statutes as amended; repair a drainage structure located at 2180E on 2750N in Gridley Road District.

That of the funds appropriated at the November 2003 meeting of the McLean County Board, \$10,000.00 be used as the County's share of the cost to repair this structure.

Gridley Road District certifies that they have levied the maximum on their Road and Bridge Funds the last two years.


Gridley Road District further states that the County Engineer of Highways has made a survey of the damage and has determined that repairs are necessary and has estimated that the cost of the repair work shall be \$20,000.00.

Gridley Road District further certifies that the cost of the repair work exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted,



Highway Commissioner

Approved 

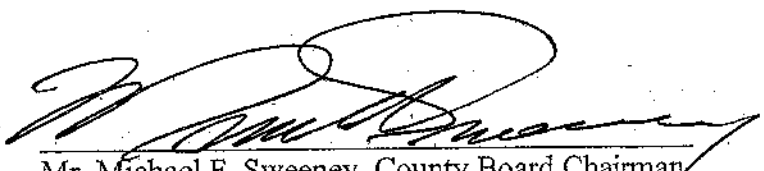
County Engineer, McLean County, IL

Gridley Road District

ATTEST



Peggy Ann Milton, County Clerk



Mr. Michael F. Sweeney, County Board Chairman

County Board Meeting On April 20, 2004



**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 ~~288A~~ (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 ¹ (85%)	\$16,660 (10%)	\$0	Remainder ²

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 ¹ (95%)	\$0	\$0	Remainder ²
Reconstruct Existing Approaches	\$35,000	\$17,500 ³ (50%)	\$0	Remainder ³	\$0

Notes:

- ¹ Assistance from the Grade Crossing Protection Fund (GCPF) not to exceed \$289,905 for new automatic warning devices.
- ² Company responsible for all future operating and maintenance costs associated with the new automatic warning devices.
- ³ 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 24th 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.

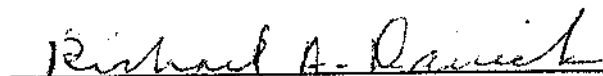
In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the Commission this 4th day of March, 2004.



Michael E. Stead
Rail Safety Program Administrator

Attest:

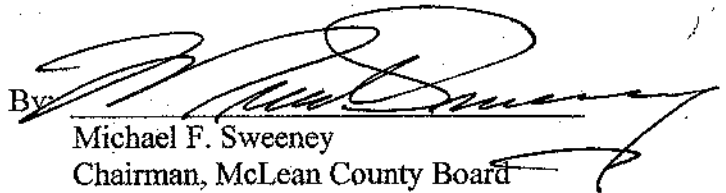


Richard A. Daniels
Railroad Safety Specialist


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 20th 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

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

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

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

ROADWAY DATA: See Location Sketch

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

RAILROAD DATA: See Location Sketch

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

NOTES:

VISIBILITY STUDY: See Location Sketch

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

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

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

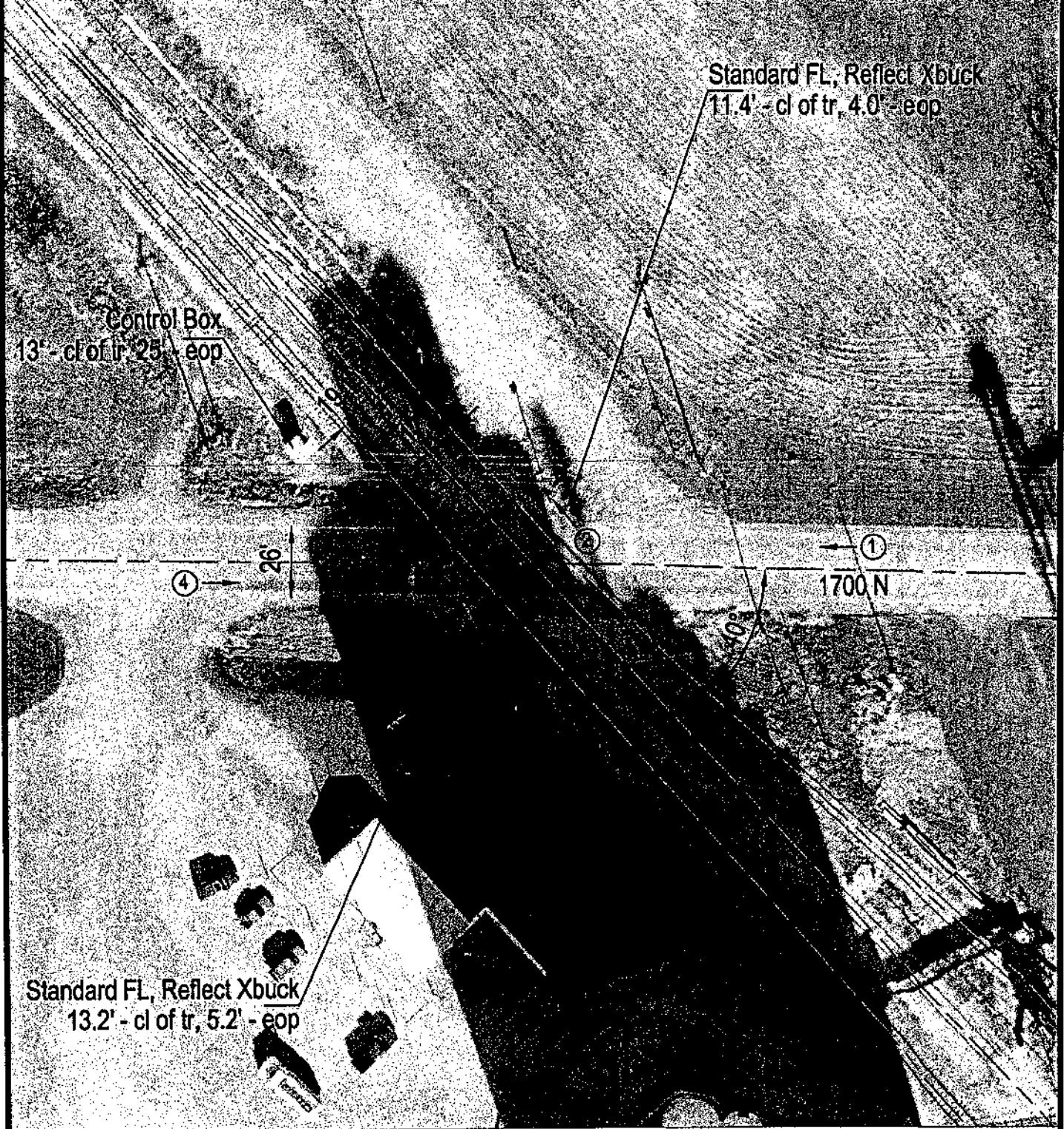
DIRECTION: WEST			DIRECTION: EAST		
DISTANCE (FT)	ELEVATION (FT)	GRADE (%)	DISTANCE (FT)	ELEVATION (FT)	GRADE (%)
25	**	0.4	25	**	1.2
50	**	1.2	50	**	1.2

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.



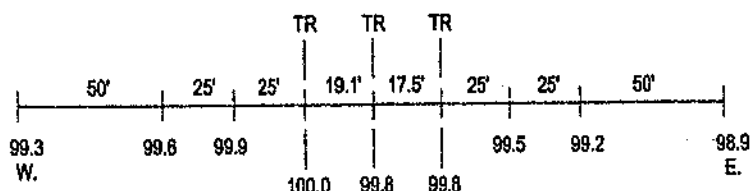
Standard FL, Reflect Xbuck
13.2' - cl of tr, 5.2' - eop

Standard FL, Reflect Xbuck
11.4' - cl of tr, 4.0' - eop

Control Box
13' - cl of tr, 25' - eop

1700 N

③ Photo Location



ROAD PROFILE



SCALE IN FEET



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

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

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

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

ROADWAY DATA: See Location Sketch

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

RAILROAD DATA: See Location Sketch

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

NOTES:

VISIBILITY STUDY: See Location Sketch

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

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

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

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

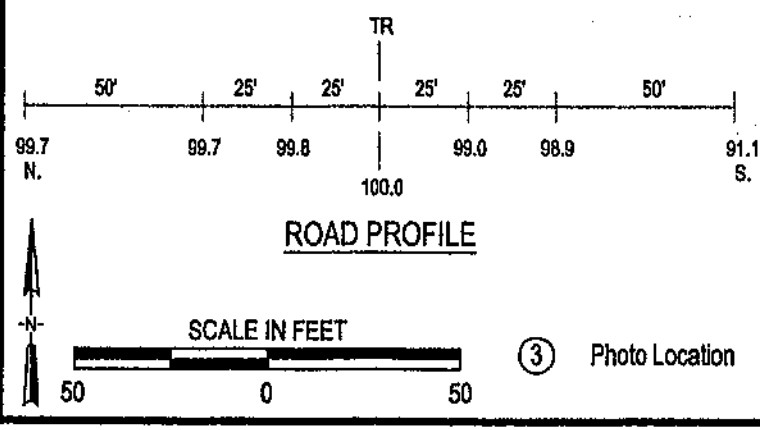
Distance measured from outermost rail.

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.



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

③ Photo Location

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 & Material	\$6,380.00	
		\$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
	Project	\$166,600.00

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-380.6
 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
	Project	\$156,100.00

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.



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

County Highway(s) 44, beginning at a point near NW Corner of the SW 1/4 of Sec. 35 T22N, R1W (250N - 400E)

and extending along said route(s) in a(n) Easterly & Southerly direction to a point near SW Corner of the SE 1/4 of Section 35, T22N, R1W (450E - 200N)

, a distance of approximately 6,104.45 feet; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be 2 - 11' Lanes of Bit. Overlay with 4' Agg Shlds.

(Describe in general terms)

and shall be designated as Section 03-00149-02-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by Contract

(insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Three Hundred Twenty Five Thousand dollars, (\$325,000.00)

from the County's allotment of Motor Fuel Tax Funds and / or County Matching Funds for the construction of this improvement. And provide engineering and Right-of-Way

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

[Signature]
Michael F. Sweeney, Board Chairman

APPROVED
Date
Department of Transportation
District Engineer

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

McLean County, at its Regular

meeting held at Bloomington, Illinois

on April 20, 2004 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois

in said County, this 20 day of April A.D. 2004
[Signature]
(SEAL) County Clerk



Colfax-Weston Road

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

County Highway(s) 13, beginning at a point near the Southeast Corner of the Southeast Quarter of Section 34, T25N, R5E, of the 3rd P.M. (2000N & 3400E) and extending along said route(s) in a(n) Northerly direction to a point near the Northeast Corner of the Southeast Quarter of Section 10, T25N, R5E, of the 3rd P.M. (2450N & 3400E), a distance of approximately 4.545 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be resurfacing with the construction of leveling binder, area reflective crack control treatment, bituminous concrete binder and surface courses, aggregate shoulders, reconstruct the intersection at Illinois Route 165, and other miscellaneous related items

and shall be designated as Section 04-00130-09-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract; and

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of nine hundred fifty thousand dollars, (\$950,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Tax Funds for the construction of this Improvement, and provide engineering, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation. Michael F. Sweeney Chairman, McLean County Board

APPROVED

Date

Department of Transportation

District Engineer

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

McLean County, at its Regular meeting held at Bloomington, IL on April 20, 2004

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, IL

in said County, this 20 day of April A.D. 2004 (SEAL) Peggy Ann Milton County Clerk

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Brian Bangert in case SU-04-04, parcel number (16) 27-13-100-002. He is requesting a special use to allow a public stable in the Agriculture District on property which is part of Section 13, Township 22N, Range 1E of the 3rd P.M.; and is located in Funks Grove Township at 5959 N. 1100 East Road, Shirley, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on April 6, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The public stable will be on four acres with an additional 45 acres of leased pasture land also to be used for the proposed public stable. The 4 acre property is currently occupied by vacant agriculture buildings. The topography of the property is relatively flat and drains to the north. The property has 450 feet of frontage on the east side of 1100 East Road which is an asphalt road 20 feet in width.

SURROUNDING ZONING AND LAND USE: The property is in the Agriculture District and is surrounded by land in the Agriculture District. The property to the north is in pasture and crop production. The property to the east is used for crop production. The property to the south includes a farm dwelling and land in crop production. The Property to the west includes a farm dwelling, pasture and land in crop production.

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

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing a public stable with an indoor riding arena in the Agriculture District. The applicant will lease the 3.87 acres from the Funk Farm Trust. The applicant also proposes to lease an additional 45 acres of pasture that is adjacent to this site. The applicant is requesting a maximum of 32 horses to be boarded at this facility. The applicant is proposing to revamp an old building that was previously used for drying grain. The remolded structure will have a total of 32 horse stalls. The applicant is also proposing to build an indoor riding arena that will be used for riding during times of inclement weather and/or muddy conditions.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The surrounding properties that are in crop production will continue to be desirable for such use.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed use will be served by a private well and septic system approved by the County Health Department. The property has approximately 450 feet of frontage on the east side of 1100 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the existing entrance. The Funks Grove Township Road Commissioner has indicated that the existing entrance is adequate for the proposed use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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

Therefore this Board recommends that a special use be granted on the property described above to allow a special use to allow a public stable in the Agriculture District provided there are no more than 32 horses allowed on this parcel, not to include those horses owned by the manager, provided at least 45 acres are leased for use by the stabled horses and provided at least one paved handicap parking space is installed.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend granting, none opposed and no members were absent.

Respectfully submitted this 6th day of April 2004, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Norman Kaupp in case SU-04-05, parcel number (17) 01-25-300-011. He is requesting a special use to allow a single family residence in the Agriculture District for the son of a farm owner on property which is part of Section 25, Township 26N, Range 2E of the 3rd P.M., and is located in Gridley Township immediately west of 1750 East Road and approximately ¼ miles north of Kappa Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on April 6, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 2.18 acre property is currently used in part for crop production and in part is wooded. This property is gently sloping and drains to the southwest. The property has 25 feet of frontage on the west side of 1750 East Road, an oil and chip road 17 feet in width.

SURROUNDING ZONING AND LAND USE - The land is in the A-Agriculture District and is surrounded by land in the A-Agriculture District. The land to the north is in crop production. The land to the east is used for crop production and a single family dwelling. The area to the south and west is wooded.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 87 out of 125 points. The site assessment score was 117 out of 175 points. The total LESA score was 204 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

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

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is the son of the owners of the original agriculture tract from which this property is being set aside.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed dwelling for the son of the farm owners of the agricultural tract is compatible with uses in the vicinity.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The applicant is the son of the owners of the farm from which this property is set aside.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 25 feet of frontage on the west side of 1750 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant has obtained an entrance permit from the Gridley Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; the applicant is the son of the farm owner.

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

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend granting, none opposed and no members were absent.

Respectfully submitted this 6th day of April 2004, McLean County Zoning Board of Appeals

Sally Rudolph

Chair

Sally Rudolph, Chair

Tony Wheet

James Finnigan

Joe Elble

David Kinsella

Jerry Hoffman

Michael Kuritz

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Sharon O'Neall in case SU-04-06, parcel number (12) 23-29-100-002. She is requesting a special use to allow a Greenhouse/Nursery in the Agriculture District on property which is part of Section 29, Township 23N, Range 4E of the 3rd P.M.; and is located in Dawson Township at 25391 E. 1000 North Road, Downs, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on April 6, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 9 acre property is currently used in part as a farm dwelling and in part for pasture. The 4 acre property is currently occupied by vacant agriculture buildings. The topography of the property is relatively flat and drains to the north. The property has 450 feet of frontage on the east side of 1100 East Road which is an asphalt road 20 feet in width.

SURROUNDING ZONING AND LAND USE: The property is in the Agriculture District and is surrounded by land in the Agriculture District. The surrounding property is all in crop production.

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

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing a Greenhouse/Nursery that will be run from the family farm in rural Dawson Township. The applicant grows flowers and landscaping plants on her property. The applicant grows 100 percent of the plants that will be sold from this property. In the past, the applicant raised plants and only sold them off site.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The surrounding properties that are in crop production will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has approximately 800 feet of frontage on the south side of 1000 North Road. The applicant has obtained approval from the County Health Department for a septic system.

5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the proposed entrance. The applicant has obtained approval from the Dawson Township Road Commissioner for an additional entrance for the proposed use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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

Therefore this Board recommends that a special use be granted on the property described above to allow a special use to allow a Greenhouse/Nursery in the Agriculture District, provided that the construction and placement follow the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend granting, none opposed and no members were absent.

Respectfully submitted this 6th day of April 2004, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

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

ORDINANCE OF APPROVAL
OF FINAL PLAT
Kaup Acres Subdivision, File S-04-04

WHEREAS, Marvin and Annette Kaup have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the Kaup Acres Subdivision, file number S-04-04, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Marvin and Annette Kaup have subdivided one lot from their farm property in order to build a single family dwelling; and

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

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

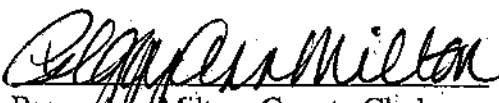
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

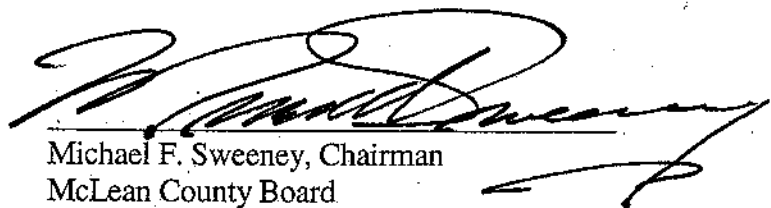
BE IT ORDAINED that the said waiver and final plat for the aforesaid Kaup Acres Subdivision be and hereby are approved.

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

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-04-04

1. REFERENCE

- a. Meeting date: April 1, 2004
- b. Subdivider's name: Marvin and Annette Kaupp
- c. Subdivision name: Kaupp Acres Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

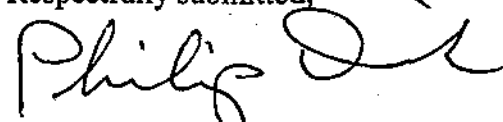
- a. Property location: Immediately west of 1750 East Road and approximately ¼ mile north of Kappa Road
- b. Township: Gridley Township
- c. Parcel Numbers: Part of 01-25-300-011
- d. Existing zoning: Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a one lot final subdivision plat for the Kaupp Acres Subdivision in order to build a single family dwelling
- f. Existing land use: Crop production and woods

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: 2.18 acres in area
- b. County Health Department: Recommends approval of the proposed subdivision plat
- c. County Highway Department: Recommends approval of the waiver of preliminary plan requirement and approval of the final plat – the Gridley Township Road Commissioner has signed an entrance permit for the proposed entrance

Staff recommends that the waiver of preliminary plan requirements and the Kaupp Acres Subdivision final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director



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

Michael F. Sweeney
Chairman

April 15, 2004

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

Your EXECUTIVE COMMITTEE herewith respectfully recommends approval of the request received from the Director of Information Services to award the bid for the purchase of Property Tax Administration software to DEVNET, Inc., 12959 State Route 38, Suite 1, DeKalb, Illinois.

Funding for the purchase of Property Tax Administration software from DEVNET, Inc., has been appropriated in the fiscal year 2004 adopted budget of the Information Services Department

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLean County Board

District #1
Stan Hoselton
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
B.H. "Duffy" Bass
Sonny Rodgers

District #7
PA. "Sue" Berglund
Bette Rackouskas

District #9
Chris Kalapp
Cathy Ahar

District #2
Matt Sorensen
Rick Dean

District #4
Ann Harding
Duane Moss

District #6
George J. Gordon
David W. Seizer

District #8
Paul R. Segobiano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolls



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
Total	\$205,050	\$209,840	\$1,364,090

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

April 13, 2004

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

Please find attached a list of exceptions which were considered by the Property Tax User's Workgroup in reaching their recommendation.

On April 5, as the spokesman for the workgroup and following our meeting, I contacted representatives from both Manatron and Devnet regarding the expected manner of handling their exceptions to the bid.

This first response is from Larry Tonander, who works in the office of Contract and Proposal management on behalf of Manatron.

[Manatron's Response]

Craig, In response to your question for Mike, as to our hourly rate for functionality deemed necessary upon completion of the "FIT" analysis. First your assumption is correct, all exceptions would be provide at an hourly rate. We have several rates for our programming, depending upon the complexity of the requirement. A Junior Programmer would be at a rate of \$80 an hour, while a Senior Programmer would be a \$120 an hour. Upon completion of the "FIT" analysis we would be open to providing the County with a fix price estimate for any features that the County determined were necessary. We could also bundle this development into, and modify our proposed pricing accordingly. Again, should you need any further clarification please don't hesitate to contact us. Larry

This response was received from Julie Hall, one of the six principals of Devnet, Inc.

[Devnet's Response]

Craig, That is correct. There are no hidden costs in the pricing. All exceptions noted on page 45 are included in our original software price. Let me know if there are further questions. Thanks!

Julie

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig Nelson", is written over a horizontal line.

Craig Nelson

Director

McLean County Information Services

Devnet Exceptions	Devnet Conditions	Manatron Exceptions	Manatron Conditions
Ability to Generate and print a Parcel listing by selected Reasons for Change	Included in base price	Access capabilities into current tax year and up to 5 years of prior tax extension files	Billable @ \$80-\$120/hr
Ability to generate and print an alpha listing of senior exemptions	Included in base price	Clerk can select a code and view all districts in the tax code, their district codes, levies, levy adjustment and extended tax rates.	Billable @ \$80-\$120/hr
Report on TIF District tax extensions by Residential, farm, commercial, industrial, mineral, railroad, and pollution control values	Included in base price	Clerk can view and print taxable EAV and tax amt extended for each tax code by residential, farm, commercial, industrial, railroads, minerals and pollution control amounts	Billable @ \$80-\$120/hr
Ability to process PTAB Decisions/values and generate PTAX 610	Included in base price	Ability to process PTAB Decisions/values and generate PTAX 610	Billable @ \$80-\$120/hr
Ability to flag overlapping taxing districts where McLean County sets the rate for use by other Counties	Included in base price	Clerk ability to set a maximum increase limit for current year and retain information for each tax year within the system	Billable @ \$80-\$120/hr
Store and report on total amount extended by overlapping counties for bonds & interest fund	Included in base price	Generate Secretary of State Grant Sheets	Billable @ \$80-\$120/hr
Ability to generate and print municipality street & bridge fund notices	Included in base price	Ability to calculate tax extension amounts by taxing district fund by property category and update tax extension files.	Billable @ \$80-\$120/hr
Ability to generate and print PTAX 292	Included in base price	Ability to accumulate taxing district composite tax rates into a tax code tax rate by property class.	Billable @ \$80-\$120/hr
TIF report on parcels valued at less than \$150	Included in base price	EAV calculation by usecode and tax district with extensive reporting capability for separate enterprise zone use codes.	Billable @ \$80-\$120/hr
Ability to redeem more than one parcel at a time, total all redemptions, print separate receipts	Included in base price	EAV calculation by usecode and tax district with extensive reporting capability for separate TIF District use codes	Billable @ \$80-\$120/hr
Ability to report on redemptions by starting/ending parcel number range and specific tax sale status code	Included in base price	Enterprise zone abatements adjusted at tax extension level for abatements applied to individual funds	Billable @ \$80-\$120/hr

Ability to assign a manual check number to a "Paid to Buyer" check from redemption	Included in base price	Enterprise zone abatements adjusted at tax extension level for abatements applied to parcels within a tif district	Billable @ \$80-\$120/hr
Ability to have the "Reissue Check to Buyer" automatically mark the Original check as "voided"	Included in base price	Process parcels with multiple enterprise zone abatements located within a TIF district	Billable @ \$80-\$120/hr
Ability to report on taxes billed per mortgage company	Included in base price	Automatic tax extension/distribution adjustments for township general road funds that are adjusted for local municipality EAV values.	Billable @ \$80-\$120/hr
Ability to generate and print a cross-reference report between alpha owner name and tax bill number	Included in base price	Automatic tax extension/distribution adjustments for municipality street and road fund adjustment for township general road fund contributions based on local municipality EAV values	Billable @ \$80-\$120/hr
Ability to generate and printer the following reports by township: Parcels w Tax adjustments, Mobile home taxes billed/paid, Real estate taxes billed/paid, YTD Summary of Taxes billed/paid, back tax collections, and penalty/costs paid	Included in base price	Multi-township assessor district rates should be identical within the mutl-township assessor districts. Clerk can keyin levy amount and have that split between the townships involved in proportional amounts according to the township's eav.	Billable @ \$80-\$120/hr
		Overlapping taxing district truth in taxation extension notices for taxing districts (including separate bond and interest extensions)	Billable @ \$80-\$120/hr
		Tax sale - inquiry by tax buyer	Billable @ \$80-\$120/hr
		Ability to redeem multiple parcels at one time and calculate a total of all redemptions, issuing a separate receipt for each parcel.	Billable @ \$80-\$120/hr
		Summary screen listing delinquent tax history including tax year, type of tax.	Billable @ \$80-\$120/hr
		Ability to have a tax sale record which is marked as a tax sale in error automatically revert back to a status of forfeited or bankruptcy.	Billable @ \$80-\$120/hr

		Ability to keep ledge of certificates; redemption date, tax sale date, surrender date, amount, check number and date paid to tax buyer.	Billable @ \$80-\$120/hr
		Generate a Final Tax Sale distribution check register. Allow for inquiry into previously issued tax buyer distributions.	Billable @ \$80-\$120/hr
		If a buyer has been issued a check and the check has been destroyed, reissue the check and the original check is marked as voided	Billable @ \$80-\$120/hr
		Process tax payments using township collectors	Billable @ \$80-\$120/hr
		Create a tax payment batch database 'lock' for processing distributions to allow the system to match manual distribution records	Billable @ \$80-\$120/hr
		Create interface file for the County use as a General Ledger Posting	Billable @ \$80-\$120/hr
		Print tax district settlement reports for each tax district receiving a distribution check	Billable @ \$80-\$120/hr
		Refunds checks issued report, reflected on the inquiry screen	Billable @ \$80-\$120/hr
		Calculate and make interest distributions to all tax districts. Type of interest should be denoted on the settlement sheets	Billable @ \$80-\$120/hr
		Tax Bill/Parcel cross reference report	Billable @ \$80-\$120/hr
		Road and bridge collection report	Billable @ \$80-\$120/hr
		Cross reference report of active parcels in system vs active parcels in SOA system	Billable @ \$80-\$120/hr
		Cross reference report of deleted parcels in system vs deleted parcels in SOA system	Billable @ \$80-\$120/hr
		Mailers printed in zip code order for pre-sort mailing costs	Billable @ \$80-\$120/hr
		Report covering current year adjustments by parcel number	Billable @ \$80-\$120/hr
		Parcel history: Hold up to 9 years district history	Billable @ \$80-\$120/hr

		Parcel history: Showing tax bill calculation from Board of Reviw through Net Taxable Value	Billable @ \$80-\$120/hr
		History of Certificate of error	Billable @ \$80-\$120/hr
		Up to 99 years of forfeited tax history	Billable @ \$80-\$120/hr

RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE REQUEST RECEIVED FROM
THE RANDOLPH TOWNSHIP SUPERVISOR
TO CONSOLIDATE AND RELOCATE POLLING PLACES

WHEREAS, the Randolph Township Board of Trustees have formally approved and recommended that the three polling places in Randolph Township be consolidated and relocated into one location in accordance with the provisions of the federal Help America Vote Act of 2002; and,

WHEREAS, pursuant to the action approved by the Randolph Township Board of Trustees, the Supervisor of Randolph Township has recommended to the County Clerk and the McLean County Board that the three polling places in Randolph Township be consolidated and relocated to The Christian Church of Heyworth, Old Route 51 North, Heyworth, Illinois; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, April 6, 2004 recommended approval of the request received from the Supervisor of Randolph Township; now, therefore,

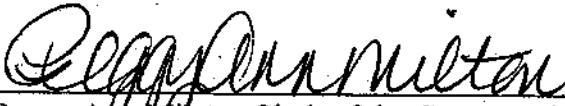
BE IT RESOLVED by the McLean County Board as follows:

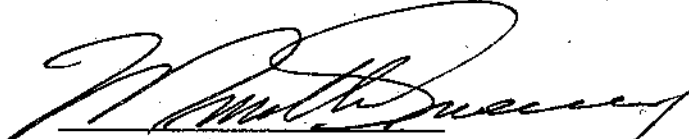
- (1) The McLean County Board hereby approves the recommendation received from the Supervisor of Randolph Township that the three polling places in Randolph Township be consolidated and relocated to The Christian Church of Heyworth, Old Route 51 North, Heyworth, Illinois.
- (2) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Supervisor of Randolph Township, the McLean County Clerk and the First Civil Assistant State's Attorney.

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



RANDOLPH TOWNSHIP

104 West Main Street
Heyworth, IL 61745

DONALD O. NEWBY
Supervisor

Larry W. Mowery
Town Clerk

Dennis L. Powell
Highway Commissioner

Glenn H. Milton
Assessor

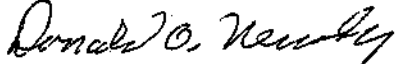
March 18, 2004

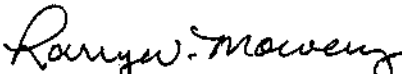
Peggy Ann Milton, McLean County Clerk
104 W. Front Street, Room 704
Bloomington, Illinois 61701

In accordance with new provisions of the Help America Vote Act of 2002, and reducing expenses toward providing new election equipment for polling place locations, the Township Board of Trustees discussed at the March meeting, consolidating the current three separate locations within Randolph Township in to one location. The Board of Trustees unanimously agreed and directed the Supervisor to recommend to the McLean County Clerk and County Board consolidation of these three separate locations to one location capable of housing Randolph Townships three precincts. A suitable location was approved, providing plenty of parking and handicap access to house Randolph Township's precincts. The proposed new location is on old Route 51 at the north edge of the Village of Heyworth in the Christian Church. The Christian Church Board has given their permission for locating polling places in Randolph Township within their building and has provided an accompanying letter.

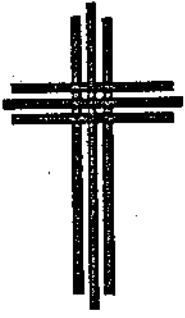
The Township Board of Trustees directs this attention to be presented at the next McLean County Board meeting for consideration.

Thank you,


Donald O. Newby, Supervisor

Attest: 
Larry W. Mowery, Town Clerk

File: Town Clerk
lwm



The Christian Church of Heyworth

"Focused on Relationship... Driven by Purpose"

Kurt A. Flora, Minister

Michael Black, Youth Minister

March 17, 2004

To Whom It May Concern:

The Heyworth Christian Church Board has approved the use of the church as a polling place for any upcoming elections.

In His Service,

Kurt A. Flora

Kurt A. Flora
Minister

RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE REQUEST RECEIVED FROM
THE CHENOA TOWNSHIP SUPERVISOR
TO CONSOLIDATE AND RELOCATE POLLING PLACES

WHEREAS, the Supervisor of Chenoa Township has recommended to the County Clerk and the McLean County Board that the two polling places in Chenoa Township be consolidated and relocated to the Community Room, Heartland Bank and Trust Company, U.S. 24 East, Chenoa, Illinois; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, April 6, 2004 recommended approval of the request received from the Supervisor of Chenoa Township; now, therefore,


BE IT RESOLVED by the McLean County Board as follows:

- (1) The McLean County Board hereby approves the recommendation received from the Supervisor of Chenoa Township that the two polling places in Chenoa Township be consolidated and relocated to the Community Room, Heartland Bank and Trust Company, U.S. 24 East, Chenoa, Illinois.
- (2) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Supervisor of Chenoa Township, the McLean County Clerk and the First Civil Assistant State's Attorney.

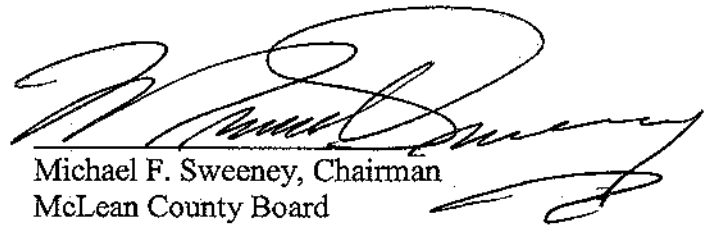
ADOPTED by the McLean County Board this 20th day of April, 2004.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

✓
From: Carol Feit
Subject: Polling place

Hi Peggy,

I attended a Supervisor meeting last week regarding the new election system. During that meeting it was mentioned that you would like to consolidate the two polling places for Chenoa Township into one place. I have contacted Heartland Bank in Chenoa(I work there) and asked if we could use the Community Room for our elections. It is handicap accessible and a very pleasant large area to vote in. We could also store the voting machine in one of the storage rooms.

Please give this some consideration and let me know if you believe this to be a viable option. With City Hall moving in the very near future, you will have to send out new voters cards. I thought it may be a good time to consolidate the polling places at the same time. It would save time and money to mail the new cards to all voters at the same time.

You are welcome to call me during banking hours @ 815-945-2311 if you desire. My home number is 815-945-7205.

I enjoyed our informational meeting very much.

Sincerely,

Carol Feit

Chenoa Township Supervisor



PEGGY ANN MILTON
COUNTY CLERK

(309) 888-5190

Fax (309) 888-5932

Tax Extension (309) 888-5187


Voter's Registration (309) 888-5186

104 W. Front Room 704 Bloomington, IL 61701

E-mail: peggyann@mclean.gov Website: www.mclean.gov

DATE: March 30, 2004

TO: Honorable Chairman Sorensen
Honorable Members of the Finance Committee

FROM: Peggy Ann Milton 

RE: Polling Place Changes

At a Township Supervisor meeting we hosted this summer, we asked our Township Supervisors to consider consolidating polling places wherever possible in an effort to lower the costs associated with running an election. To date, two of our Townships Supervisors have seen the value and risen to the occasion.

Enclosed please find recommendations from Don Newby and Carol Feit for the consolidation of polling places in their respective Townships as follows:

- ◆ Mr. Newby, Randolph Township Supervisor, is recommending that Randolph 01, Randolph 02, and Randolph 03 all utilize the Christian Church of Heyworth, 308 North Vine Street, Heyworth, IL 61745 as a polling place.
- ◆ Ms. Feit, Chenoa Township Supervisor, is recommending that Chenoa 01 and Chenoa 02 both utilize the Heartland Bank, 621 Cemetery Avenue, Chenoa, IL 61726 as a polling place.

Thank you for your attention to this matter.

Enclosures



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

Michael F. Sweeney
Chairman

April 13, 2004

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

Your FINANCE COMMITTEE herewith respectfully recommends approval of the recommendation received from the Assistant County Administrator to designate Benefit Planning Associates, Bloomington, Illinois as McLean County's Agent of Record with respect to the County's employee health insurance plans provided by Health Alliance Medical Plans, Champaign, Illinois.

Your FINANCE COMMITTEE further advises that Health Alliance Medical Plans will fund the fees to be paid to the County's Agent of Record with no change in the County's present premium rates.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

District #1
Stan Hoselton
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
B.H. "Duffy" Boss
Sonny Rodgers

District #7
PA. "Sue" Berglund
Bette Rackauskas

District #9
Chris Kalapp
Cathy Ahart

District #2
Matt Sorensen
Rick Dean

District #4
Ann Harding
Duane Moss

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

District #8
Paul R. Segobiano
Tori Renner

District #10
Benjamin J. Owens
Bob Nuckolls



OFFICE OF THE ADMINISTRATOR

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

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

Memorandum

To: Chairman and Members, McLean County Board
From: Terry Lindberg, Assistant County Administrator
Date: April 16, 2004
Re: Recommendation to Designate Agent of Record for Employees Group Health Insurance Plan

In October of 2003, Health Alliance Medical Plans changed the way they provided service and support to McLean County employees who are covered by their HMO and PPO plans. The Health Alliance service representative who had handled our concerns left Health Alliance and his duties were split among other Health Alliance marketing and customer service staff. Shortly thereafter, HA advised us that if we chose to engage an outside firm to serve as our agent of record, HA would fund that cost with no change in our premium rates. At the same time, two local firms, Benefit Planning Associates and Clemens and Associates, contacted us to express an interest in being named agent of record for McLean County.

We requested and received letters of interest, client lists, and other supporting information from both firms. We also arranged meetings and presentations with both firms. We concluded that both firms are very well qualified, and that either is capable of serving as agent of record for our current Health Alliance Plans.

However, based on several value-added services offered by Benefits Planning Associates on a no-cost basis, we respectfully request your support to designate that firm as McLean County's agent of record with respect to our health insurance plans provided by Health Alliance Medical Plans.

What distinguished Benefits Planning from Clemens is that they contacted us on their own initiative shortly after our meeting ended with information on several topics that we mentioned during the meeting, and they had already arranged to provide additional services to address specific needs we raised.

For example, BPA's proprietary website offers customized employee handouts on current health topics; they were able to rapidly develop a PowerPoint group presentation; they will import data from our payroll system to develop customized employee benefits profiles; they will absorb the cost of providing COBRA administrative services for us; they researched several specific FMLA questions and provided us detailed answers and resources for further information.

Health insurance costs continue to be a major budget factor for the County and other organizations. While we expect Benefits Planning Associates to vigorously represent our interests with Health Alliance as we begin the 2005 renewal process, we also plan to consider offerings from other providers, and we anticipate Clemens will continue to provide competitive alternatives for group health insurance and other County benefit programs.



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 20, 2004

Health Alliance Medical Plans
102 E. Main Street
Urbana, IL 61801

RE: McLean County Employee Group Health Insurance Plans

Please change the Agent of Record for the above referenced policies to Jeffrey Flessner and Jeffrey Gilmore of Benefit Planning Associates, effective immediately.

Sincerely,

Walter F. Lindberg
Assistant County Administrator
McLean County, Illinois



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

Michael F. Sweeney
Chairman

April 12, 2004

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

Your PROPERTY COMMITTEE herewith respectively recommends approval of the request received from McLeodUSA to install a new UPS battery back-up system in their tenant office space on the fifth floor of the Health Department Building, 200 West Front Street, Bloomington, Illinois.

Your PROPERTY COMMITTEE further respectively recommends that the new UPS battery back-up system be installed in accordance with the structural engineering plans prepared by Clark Engineers, Inc.

All expenses for the purchase and installation of the new UPS battery back-up system will be the responsibility of McLeodUSA.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hosefson
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
B.H. "Duffy" Bass
Sonny Rodgers

District #7
P.A. "Sue" Berglund
Bette Rackauskas

District #9
Chris Kalapp
Cathy Ahart

District #2
Matt Sorensen
Rick Dean

District #4
Ann Harding
Duane Moss

District #6
George J. Gordon
Daryl "M" Setzer

District #8
Paul R. Segobkano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolls



CLARK ENGINEERS, INC.

RECEIVED

MAR 18 2004

Facilities Mgt. Div.

March 17, 2004

Mr. Gregory T. Ayers
Facility Site Engineer II
McLeod USA
15 East Fifth Street, Suite 1800
Tulsa, OK 74103

RE: Floor Loading Evaluation in McLeod Lease Space
McLean County Health Dept, 200 W. Front, Bloomington, IL
CE Job Number: MCLD0001

Dear Greg:

We have completed our Phase 1 work for the referenced project, and present a summary of our findings and recommendations in the following report.

We have evaluated the existing floor structure at the 5th Floor of the referenced facility, for the possibility of placing a new battery rack in your lease space adjacent to other existing telephone equipment. According to information furnished by McLeod, the new rack, with batteries, weighs approximately 4,200 pounds (see Exhibit A).

The initial options considered for the placement of this new battery rack were on the floor within the existing lease space, and in the basement within the existing mechanical room.

The structural evaluation consisted of visual observations of the existing lease space, and of the floor framing of the space (from the tenant space below), and a review of existing drawings and plans. Selected copies of portions of the plans, dated 1976, have been included with this report. Visual observations were conducted, with the help of County staff, on February 6, 2004 (to confirm structural plan information and general space layout), and on February 26, 2004 (to verify beam-column connection detail). Sufficient structure was visible and accessible above the ceiling of the 4th Floor space, so as not to require any destructive means to expose it.

A diagrammatic tenant layout of the 5th Floor was provided by McLean County, and is included with this report for reference (see Exhibit B). Some field measurements were taken during our site visits, and a sketch of the existing lease space has been superimposed on Architectural and Structural plans for reference (see Exhibits C & D).

The existing floor structure consists of a concrete floor slab on metal deck (1.5" composite deck + 3.5" normal-weight concrete), spanning 10'-0" between typical W18 and W21 steel beams, which span 25'-0" between typical W24 steel girders, which span 20'-0" between W10 steel columns. It is our judgement that the concrete floor and decking is not capable of supporting the battery rack directly, as the rack would apply a load in excess of 700 pounds per square foot (PSF) to the floor.

We subsequently studied methods of spreading the rack load over more floor area, or distributing the load more directly to steel beams. This approach would require a "skid" of some type placed on the floor, which would create a significant obstruction to circulation and equipment within the lease space. The configuration of an above floor structure was also limited by the lease space boundaries, since stretching out to another beam and/or girder may require running through an adjoining tenant's space – which was obviously not permissible. An alternative to this would be to locate some load distribution structure below the floor, consisting of additional beams and the like, but of course this also would require significant expense and disruption to the 4th floor tenant space. Therefore, the use of any type of "load spreading structure" was ruled out.

An alternative was identified, however, which would allow the new rack to be placed in the lease space, without modifying the existing structure, or disrupting adjacent or lower tenants. Given the present layout of the space, and the existing column and girder locations relative to this layout, we have determined the existing W24x61 steel girder can support the weight of the new battery rack if it is placed directly above the north end, adjacent to its supporting column. This concept is shown in sketch form on a partial framing plan of the 5th Floor (see Exhibit E). We therefore recommend a "base plate" assembly be constructed and used with the normal rack base to support it on the floor of the lease space (see Exhibit F, G & H).

The concept is contingent upon the rack load being placed concentric with the beam axis. By utilizing a stiff "base plate" under the rack, load is transferred directly through the concrete floor slab bearing on the top flange of the steel girder. Bearing stresses in the concrete have been checked, and stresses in the steel are not increased excessively (design bending stress increases approximately 2%, and design shear stress increases approximately 17%, neither of which exceeds allowable values according to our analysis). Connection capacity is also adequate, based on the number of bolts visually confirmed. Finally, in order to ensure concentric loading, and provide additional seismic stability (even though the rack manufacturer reportedly assures stability up to seismic zone 4 installations) on a somewhat unforgiving concrete floor system, we recommend bracing and connecting the top of rack directly to the adjacent steel column (see Exhibit J).

As a matter of clarification, structural analysis was performed by working "backwards" from the member sizes to obtain the probable design loads, which were then correlated to expected design loading, since no design loads were identified on the existing drawings. These loads were then used in conjunction with the additional applied load from the battery rack to evaluate the W24x61 girder. Additional load to the column and foundation were not deemed as critical, by judgement and as a proportion of the expected design load at the column and foundation, respectively.

An alternative approach to this floor loading evaluation, though not as conservative as the approach described above, would be to look at actual floor loads, and apply any unused capacity to the battery rack load. While we did not formally go through this exercise, we suspect the actual load on the girder, including the new battery rack, may not exceed the design load, as nearly the entire tributary area of the girder is comprised of the McLeod lease space, which consists of equipment racks and not much else, with very infrequent human occupancy.

Discussions regarding several issues concerning rack details, orientation, connection and battery placement have been coordinated with McLeod. Essentially, we have confirmed the empty rack will be installed first, then be loaded by transporting and placing individual batteries on the rack (ensuring elevator and corridor floors will not be overloaded during transport); rack setting plate can be coordinated with a structural base plate; orientation is not critical as long as proper code clearances are maintained on the pull side of the rack; and connection to the building structural frame is not harmful.

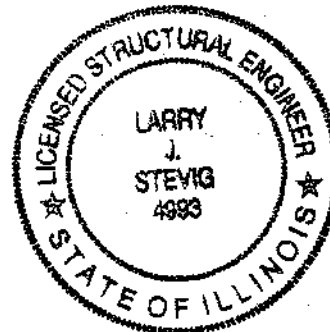
If the recommendations identified above are acceptable to McLeod, and approved by the building owner (McLean County), we will finalize and release the enclosed design sketches for obtaining pricing and/or proceeding with construction and installation.

Thank you for this opportunity to be of service. Please advise if any further questions arise.

Sincerely,

CLARK ENGINEERS, INC.


Larry J. Stevig, SE, AIA
Senior Project Manager



LJS:imm

Enclosures

cc: Jack Moody, McLean County

File: L:\MCLD0001\DOC\floor_load_evaluation.doc

DATE	REV. 15V	REVISIONS
1		REVISED TO REFLECT CURRENT MODEL (04/15/04)
DESIGNED BY	DATE	SCALE
CEC/AM/17/17	1/15/04	AS SHOWN

QTY	ITEM	PART NO.	NAME	DESCRIPTION
6	1	4HD-900	STACK MODULE	BY 900AH
1	2	RD-1786	BASE	32.5" LIBERTY 2000 STACK
1	3	K08473A	ASSEMBLY KIT	SYSTEM 48V, 900AH PARTS

QTY	ITEM	PART NO.	NAME	DESCRIPTION
36	4	PH-787P	NUT	.375-16 HEX
14	5	M-1245	NUT	25-20 WHIZ LOCK
6	6	PH-2158-33	FACE PLATE	CLEAR PVC 33.18" x 9.50" x .10" THK
16	7	RE-3095	BRACKET	FACE PLATE
14	8	M-1234	BOLT	.25-20 x .75" WHIZ LOCK FLANGE SCREW
20	9	PK-3089	CONNECTOR	1.00" x 5.88" x .12 THK
3	10	PK-2301	CONNECTOR	1.00" x 8.50" x .12 THK
48	11	PD-340	BOIT	.312-18 x 1.00" HEX. S.S. GRD 316
1	12	40-1933-33	COVER	STEEL 33.18" x 21.00" x .06" THK
72	13	W-1293P	WASHER	FLA. 375 S.D.
48	14	W-1700	WASHER	.312 FLAT S.S. GRD. 316
36	15	PH-1431P	SOCKET	.375-16 x 1.00" HEX. GD5
6	16	PH-2130	LABEL	WARNING
6	17	HT-1280	TY-WRAP	PLASTIC 5.50"

- * OPTIONAL TOP COVER & ASSOCIATED HARDWARE MUST BE ORDERED SEPARATELY.
- NOTES:
- FLOOR MOUNTING BOLTS ARE NOT FURNISHED. FLOOR MOUNTING HOLES ARE .81 DIAMETER.
 - INSTALLATION ANCHOR BOLT SIZE & TYPE ARE TO BE DETERMINED BY USER BY ACCORDANCE WITH BUILDING CODES APPLICABLE TO THE JURISDICTION DESCRIBED ON THIS DRAWING.
 - REFERENCES: INSTALLATION MANUAL AS-991 FOR CONNECTOR TORQUE VALUES.
 - THE TOP FACEPLATE BRACKETS ARE TO BE INSTALLED OPPOSITE FROM THE PREVIOUS BRACKETS.
 - SEE DRAWING U-10333 FOR TERMINAL CONNECTIONS.

DATE	REV. 15V	REVISIONS
1		REVISED TO REFLECT CURRENT MODEL (04/15/04)
DESIGNED BY	DATE	SCALE
CEC/AM/17/17	1/15/04	AS SHOWN

DRIVER	C.K. HOUSTON	NO. 22-02
CHECKED	B. YODER	03-16-02
APPROVED	D. HUNTER	05-28-02
ISSUED		

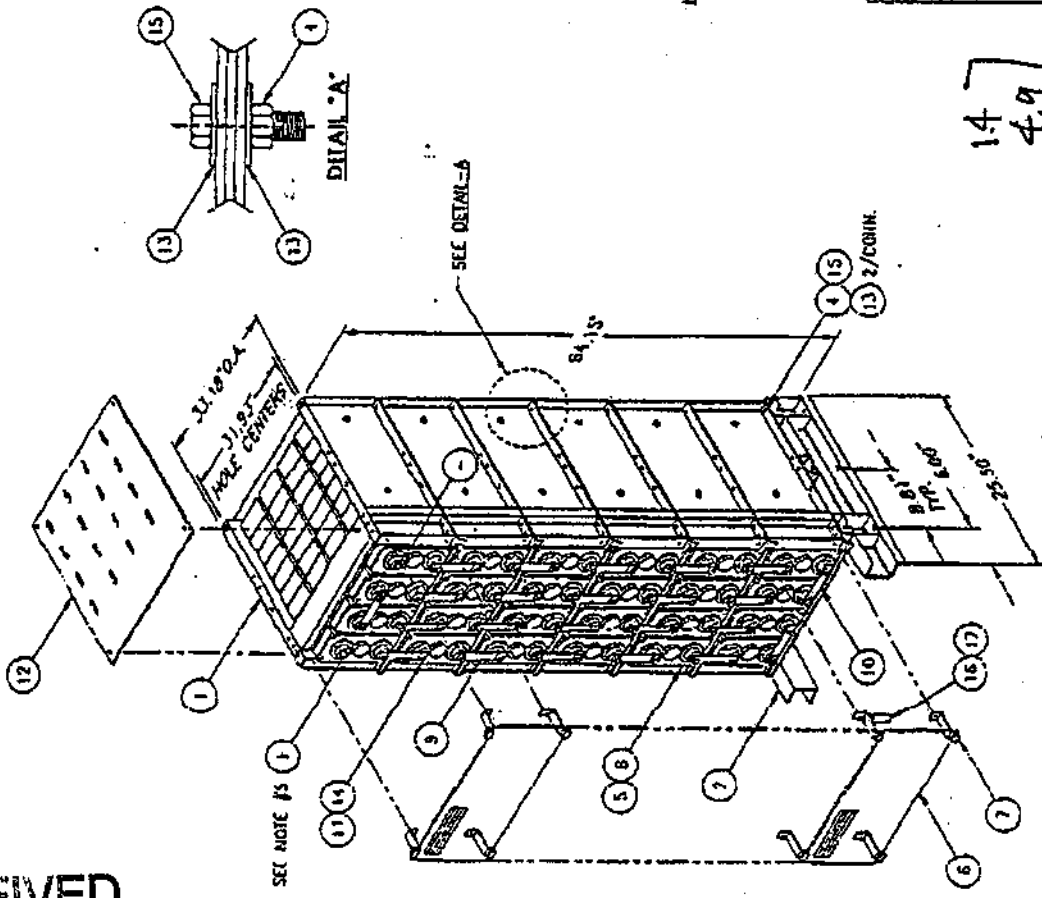
LIBERTY 2000 24HD-900 33.18" EP2 LAYOUT	REV. 15V	REV. 15V	REV. 15V
B	B	B	B
LIBERTY 2000 24HD-900 33.18" EP2 LAYOUT	REV. 15V	REV. 15V	REV. 15V
B	B	B	B

NOTES: 1. THIS DRAWING IS THE PROPERTY OF CLARK ENGINEERS, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN APPROVAL OF CLARK ENGINEERS, INC. IS STRICTLY PROHIBITED.

RECEIVED

JAN 23 2004

CLARK ENGINEERS, INC.



48 VOLT 900AH
APPROX. SYSTEM WEIGHT: 4170 LBS.

14
4.9

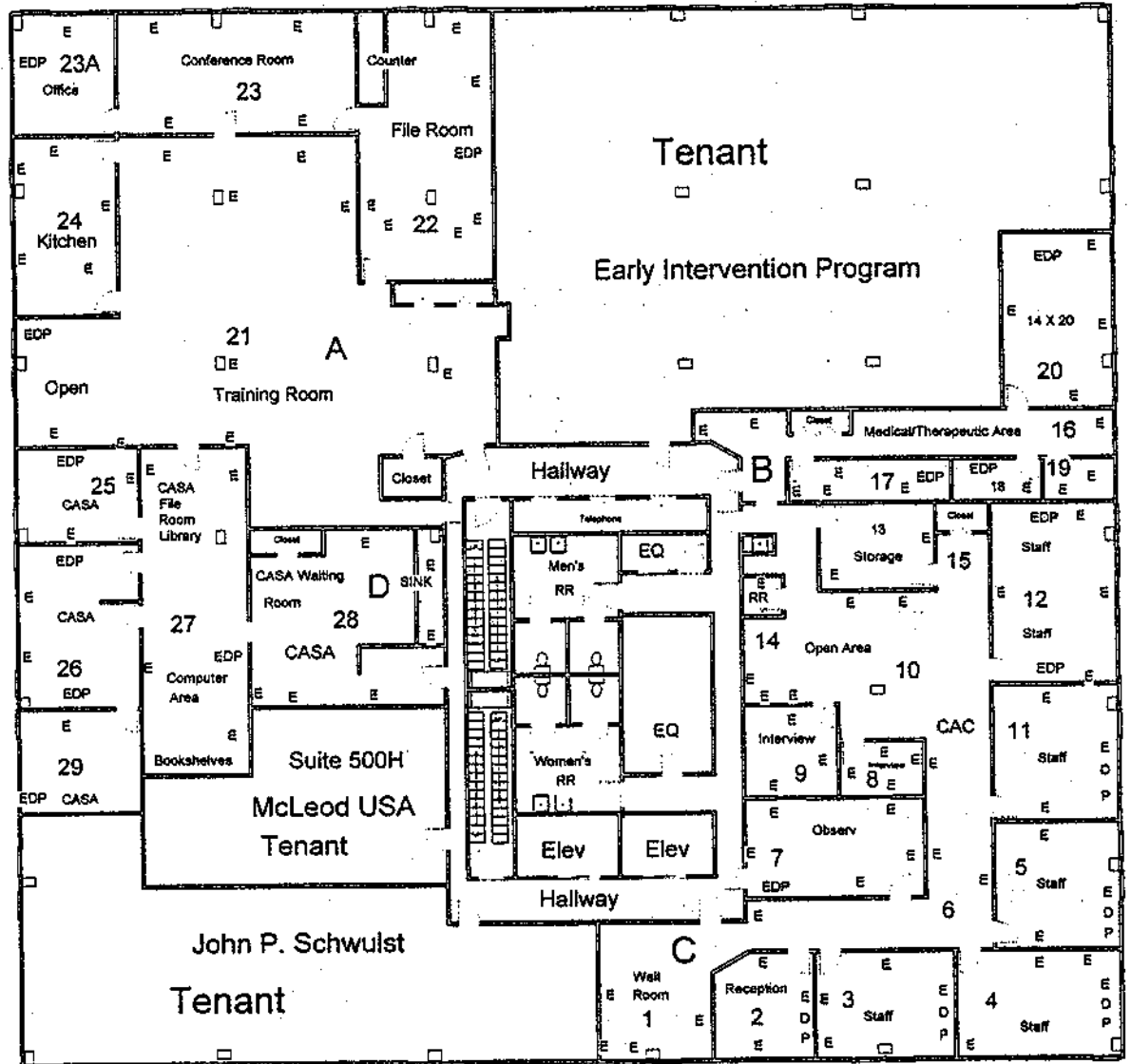
4200 lb

McLean County's diagrammatic tenant layout
for 5th Floor:

200 W. Front Street Building
5th Floor Detail
Revised: 2/27/01
Drawn by: J. Moody, CFM
CASA.PL1:Plan

A = 2954 s.f.
B = 1359 s.f.
C = 2640 s.f.
D = 1074 s.f.
Total: 8027 s.f.

D = Dateline
E = Electric
P = Phone



RECEIVED

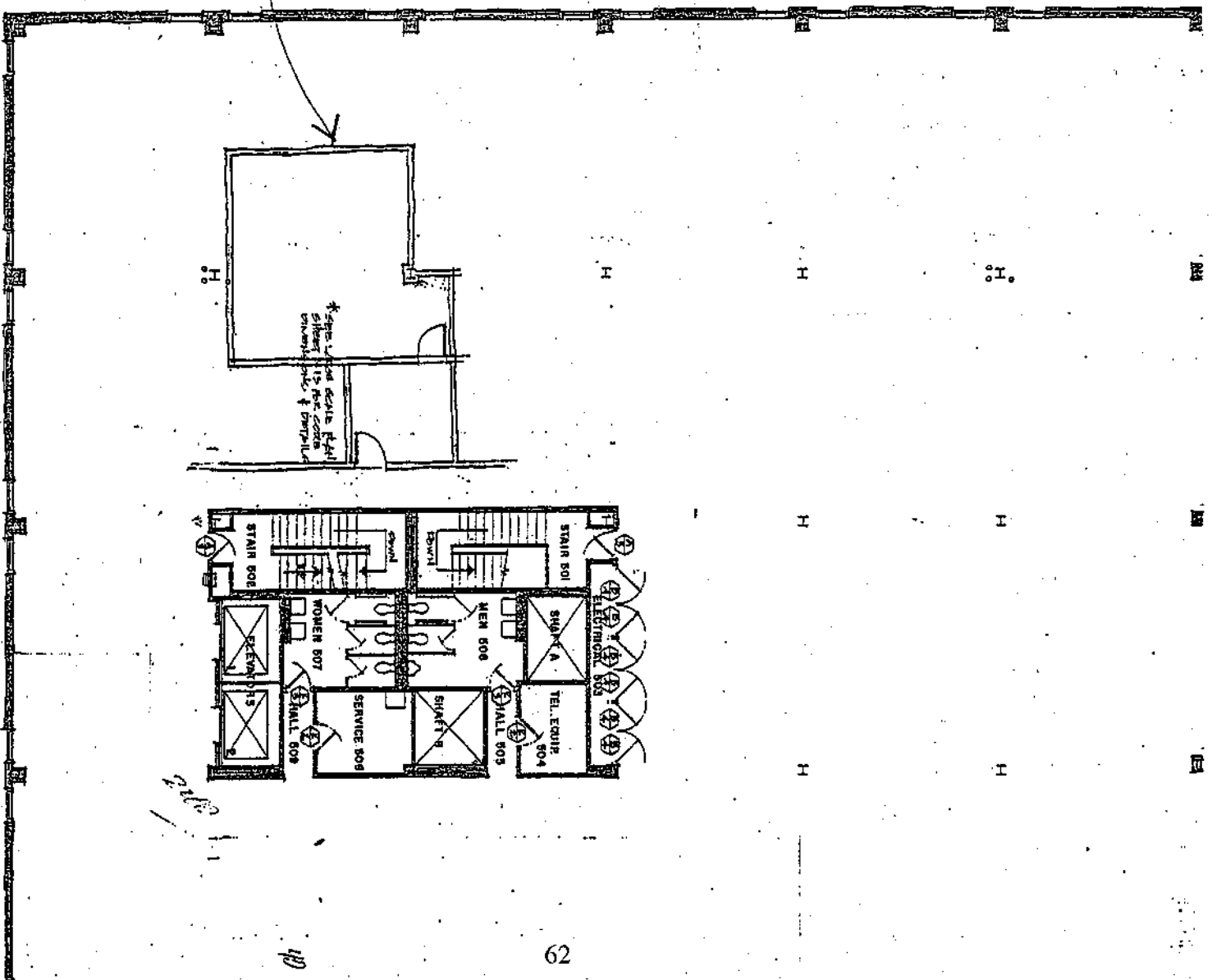
FEB 23 2004

Clark Engineers, Inc.

PROJECT: McLead at 100 W. Front St., Bloomington JOB #: MCLD 0001 TASK: _____
CALC BY: LJS CHECKED BY: _____ DATE: 8.15.04 PAGE _____ OF _____

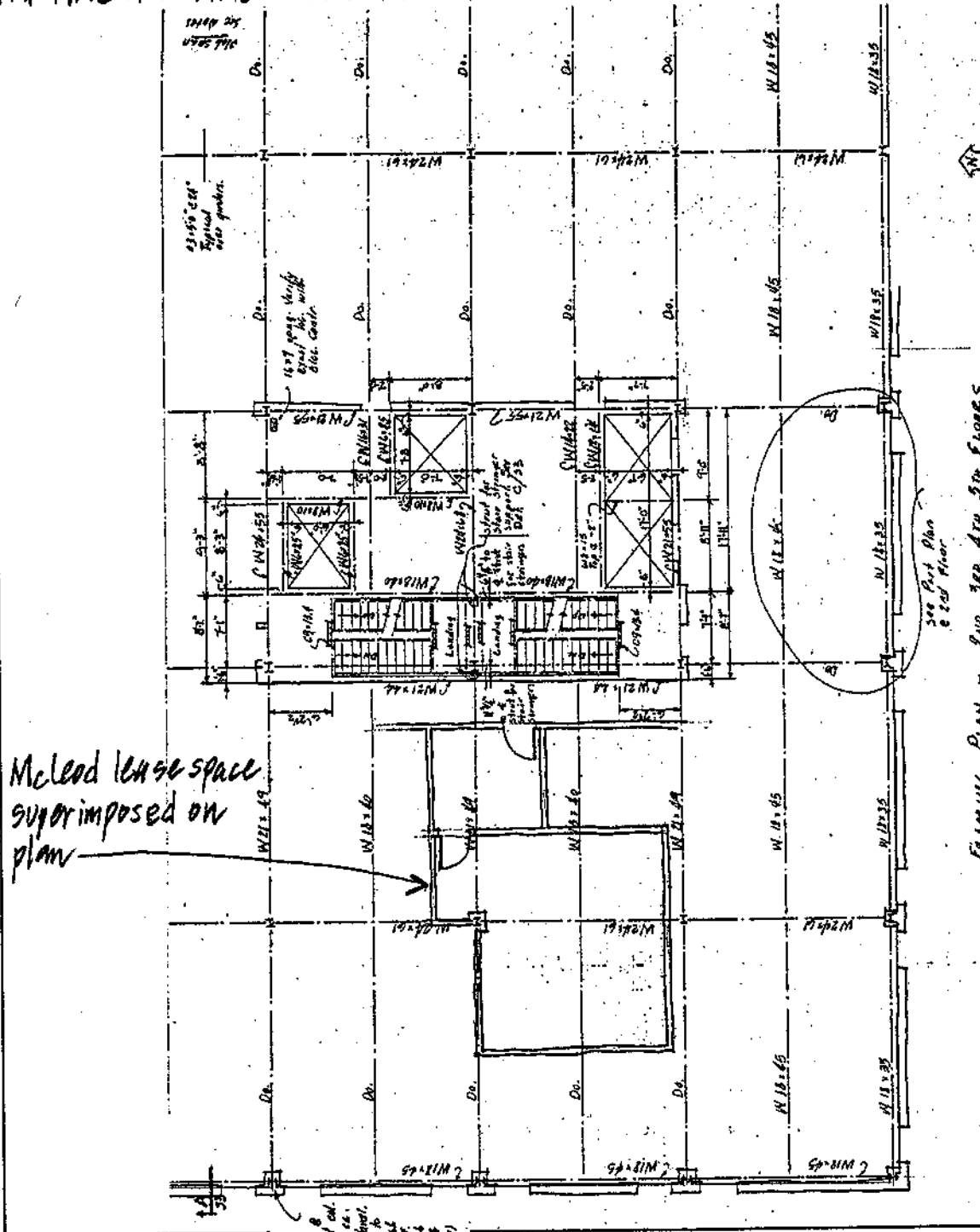
EXISTING ARCHITECTURAL
FLOOR PLAN (1976):

McLead lease space
superimposed on
plan



PROJECT: McLeod at 100 W. Front St., Bloomington JOB #: MCLE0001 TASK: _____
 CALC BY: LJS CHECKED BY: _____ DATE: 7.15.04 PAGE _____ OF _____

PARTIAL EXISTING STRUCTURAL FRAMING PLAN:



Beams & Girders
 Top & Bottom 230-7, 230-1,
 230-2, 230-3, 230-4,
 ASTM A-36 steel rod

FRAMING PLAN - 2nd, 3rd, 4th, 5th FLOORS
 W-200

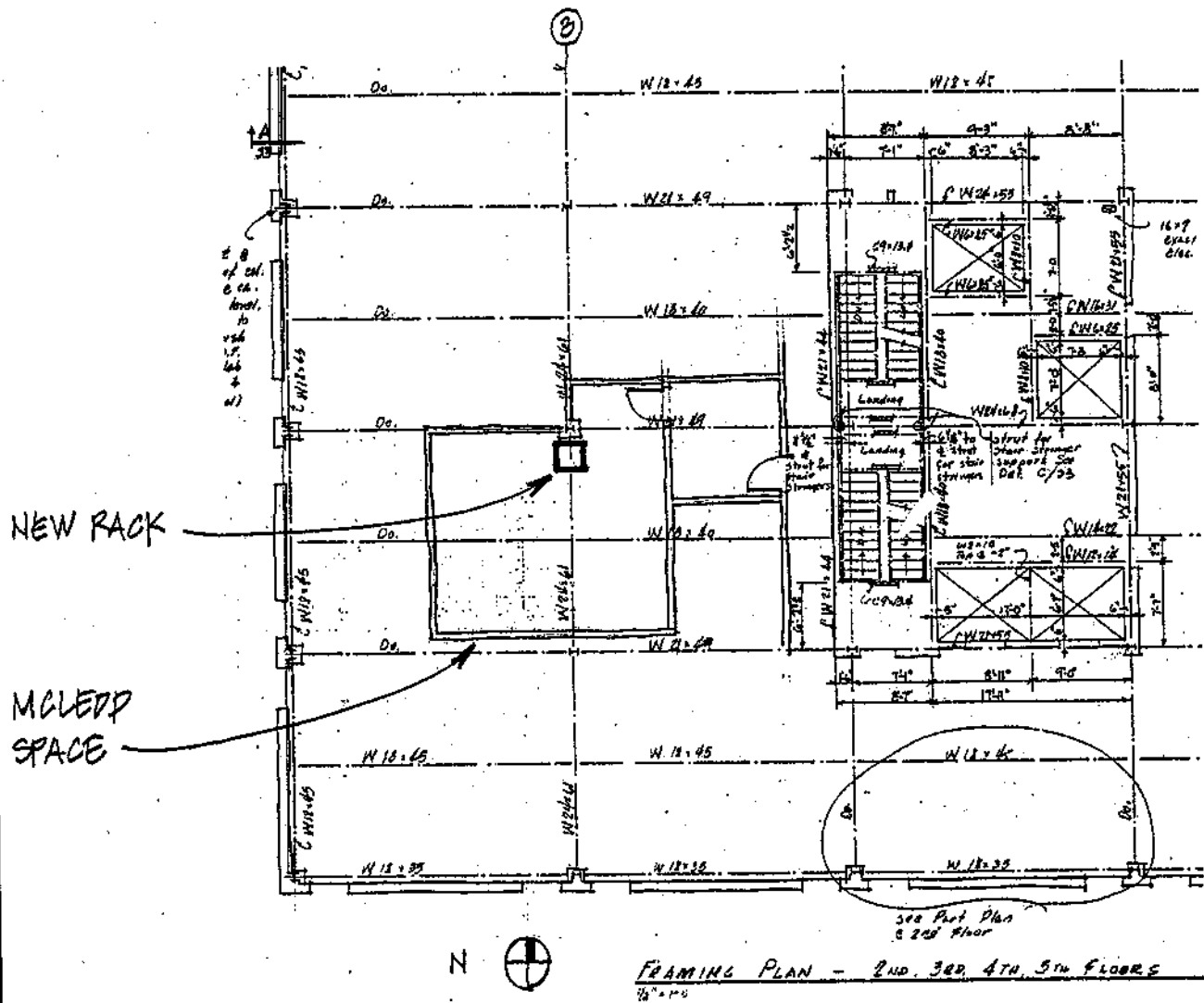
FLOOR SLAB: Total slab + Deck = 5" th. Top @ 225'0", 231'-2", 232'-6", 235'-10"
 Composite steel deck with wood-gram concrete slab. 18" x 22" joist spaced 24" o.c.
 Corrosion - Super 80-1 type BC
 Elevation - 01.3.22

McLeod lease space
 superimposed on
 plan

9/16" x 8"
 dia of col.
 18" x 18" x 1/2"
 floor level.
 Edge to
 edge of slab
 4' dia x
 4' dia x
 (approx)

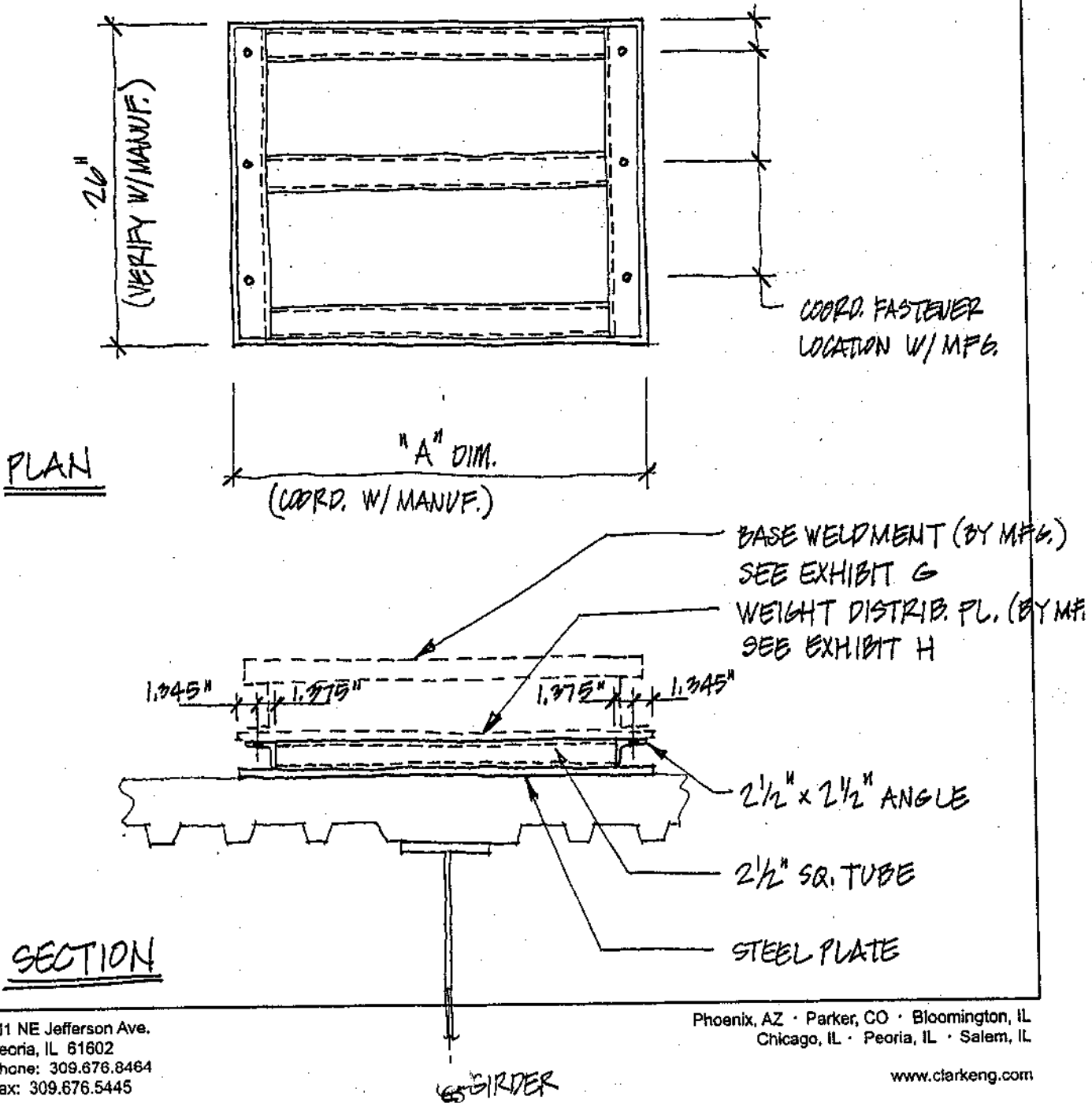
PROJECT: McLeed Tenant Space @ 200 W. Front St. JOB #: MOCD001 TASK: _____
 CALC BY: LJS CHECKED BY: _____ DATE: 4-15-04 PAGE _____ OF _____

PROPOSED LOCATION FOR NEW BATTERY RACK:



PROJECT: McLeod Tenant Space @ 100 W. Front St. JOB #: MCLOD0001 TASK: _____
 CALC BY: LJS CHECKED BY: _____ DATE: 3.15.04 PAGE _____ OF _____

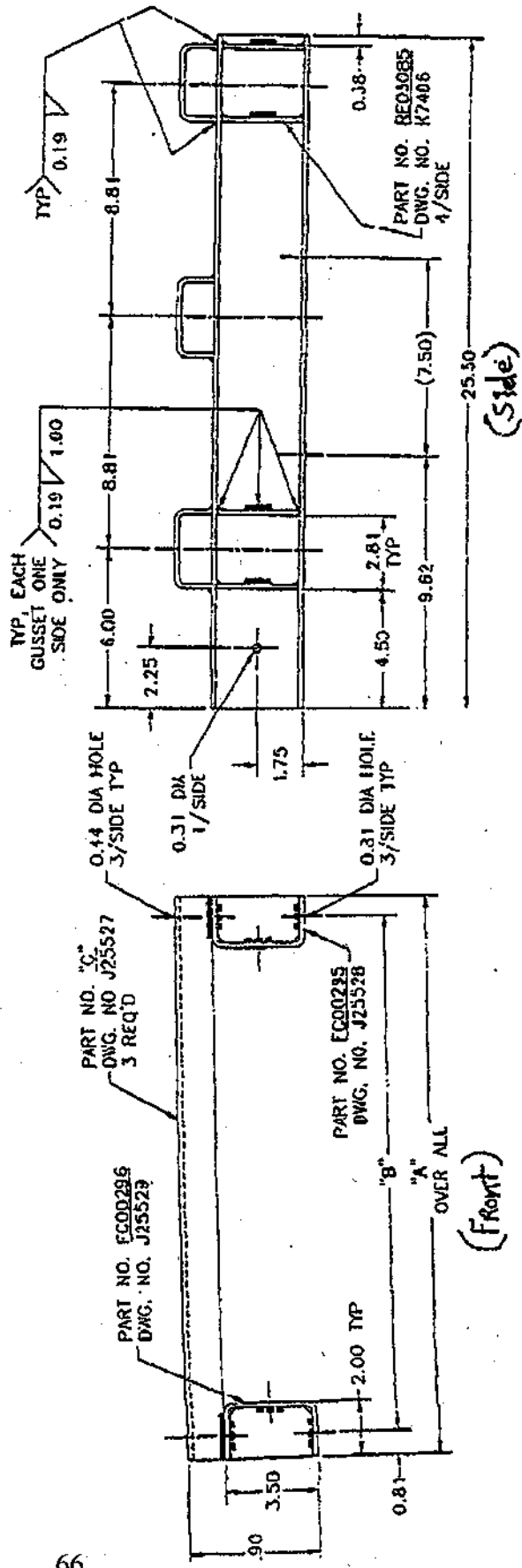
BASE PLATE ASSEMBLY:



REV	DATE	BY	APP
1			

RECEIVED
 MAR 05 2004
 CLARK ENGINEERS, INC

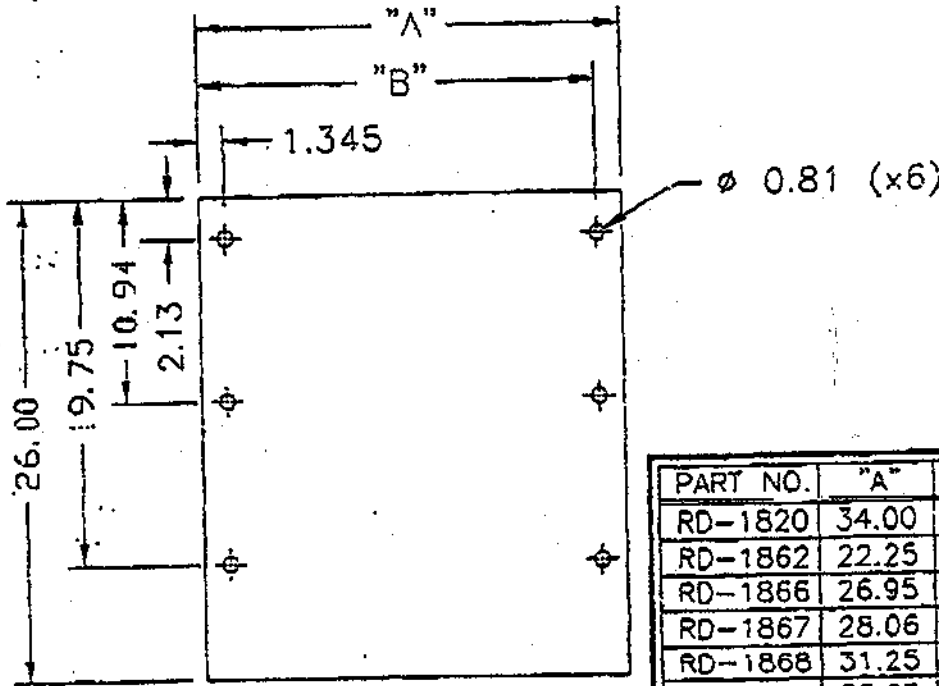
PART NO.	DIMENSIONS		PART #
	"A"	"B"	
RD01773	21.19	19.57	FC00307
RD01775	30.19	28.57	FC00294
RD01784	25.88	24.26	FC00308
RD01785	27.00	25.38	FC00309
RD01786	32.93	31.31	FC00310
RD01787	34.19	32.57	FC00311
RD01788	39.00	37.38	FC00312
RD01800	44.56	42.94	FC00338
RD01801	18.28	16.67	FC00339
RD01952	45.53	43.91	FC00429
RD01953	36.50	34.88	FC00430
RD01954	35.13	33.50	FC00431
RD01974	27.53	25.91	FC00436



CLARK ENGINEERS, INC 1000 N. 10TH ST. SUITE 200 PHILADELPHIA, PA 19108	
DATE: 3/1/04 BY: J. R. HARRIS APP: J. R. HARRIS	PART NO. RD01785 DWG. NO. J25528
TITLE: BASE WELDMENT, LIBERTY 2000 STACK EP ADDITLES	SHEET NO. C OF 1

NOTE:
 1. COATING: ACID RESISTANT BAKED EPOXY POWDER PER C&D SPEC. C-1.

REVISIONS				
ZONE	REV. LEV	DESCRIPTION	DATE	APPROVED
	1	ADDED RD-1862. ECN#5372	08-13-93	F. WAGNER
	2	ADDED RD-1866 THRU 1871. ECN#5473	10-22-93	D. HEIMER
	3	ADDED RD-1943. ECN#5823	06-17-94	D. HEIMER
	4	ADDED RD-1994. ECN#6157	2/14/95	D. HEIMER
	5	ADDED (2) 0.81 HOLES ECN#6511	7/28/95	D. Heimer



31" thick

PART NO.	"A"	"B"	USAGE
RD-1820	34.00	32.655	33" MODULE
RD-1862	22.25	20.915	21" MODULE
RD-1866	26.95	25.605	26" MODULE
RD-1867	28.06	26.715	27" MODULE
RD-1868	31.25	29.905	30" MODULE
RD-1869	35.25	33.905	34" MODULE
RD 1870	40.06	38.715	39" MODULE
RD-1871	19.36	18.015	18" MODULE
RD-1943	45.63	44.285	44" MODULE
RD-1994	45.97	45.625	45" MODULE

NOTICE: THIS PRINT AND THE INFORMATION SHOWN THEREON IS THE PROPERTY OF CHARTER POWER SYSTEMS, INC. AND IS BEING FURNISHED AS A CONFIDENTIAL DISCLOSURE. IT MAY NOT BE DELIVERED TO OTHERS NOR REPRODUCED FOR GENERAL CIRCULATION WITHOUT THE WRITTEN APPROVAL OF CHARTER POWER SYSTEMS, INC.

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCES ON:		DRAWN D. HEIMER	DATE 01-21-93
±		CHECKED R. YODER	02-04-93
DECIMALS	ANGLES	APPROVED F. WAGNER	02-04-93
±	XX XX	APPROVED	
	.06 .030	ISSUED	
MATERIAL: 0.31 THICK HRPO STEEL			
EPOXY POWDER COATED PER C&D SPEC. C-1.			

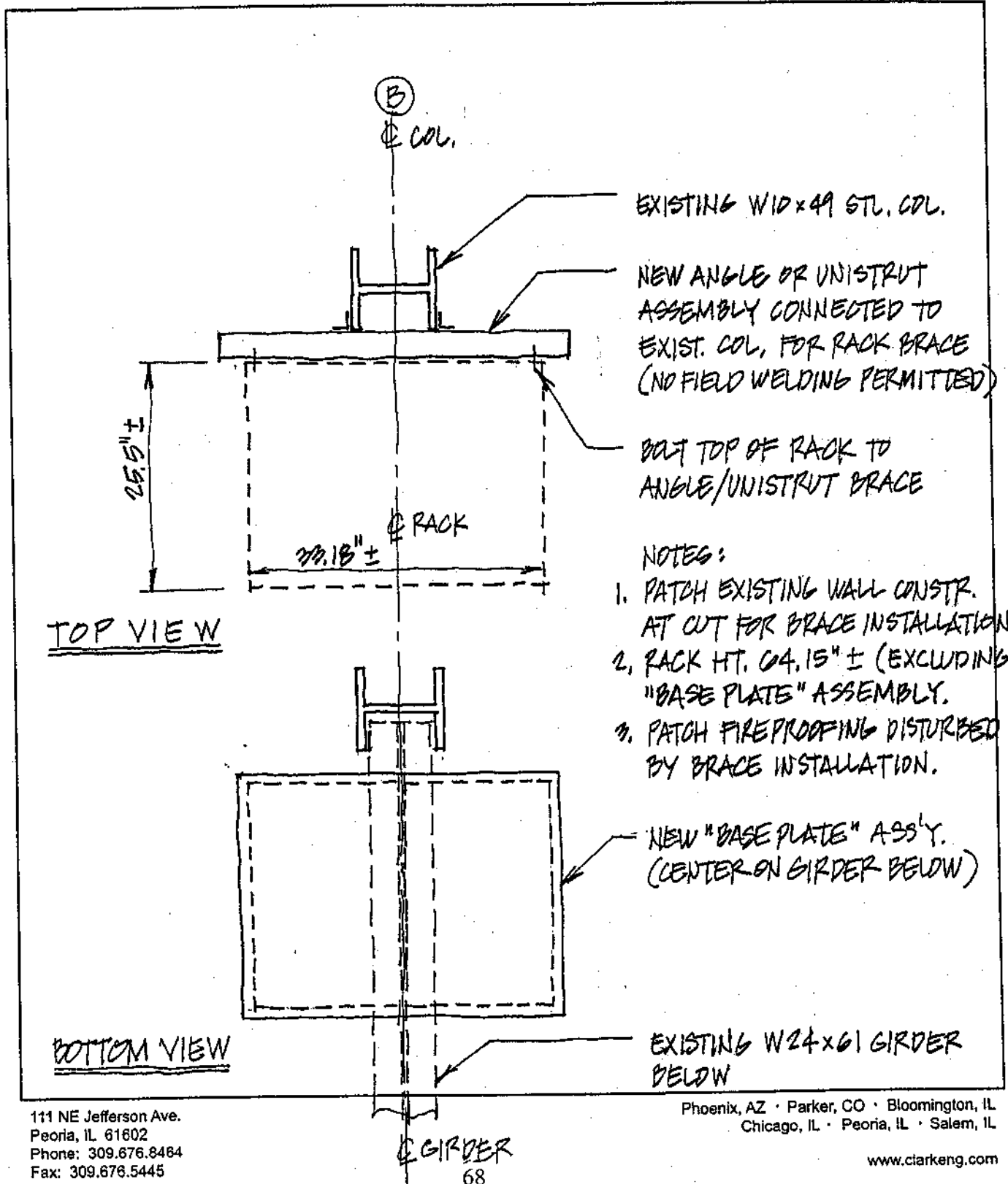
C&D
CHARTER POWER SYSTEMS, INC.
3043 WALTON ROAD, PLYMOUTH MEETING, PA. 19462

WEIGHT DISTRIBUTION PLATE.
FOR LIBERTY 2000 MODULES.

SIZE A	CODE IDENT. NO. J-25816
SCALE N.T.S.	REV. LEVEL 5
SHEET 1	OF 1

RECEIVED
JAN 23 2004
CLARK ENGINEERS, INC.

PROJECT: McLeod Tenant Space @ 200 W. Front St. JOB #: MCLD 001 TASK: _____
 CALC BY: LJS CHECKED BY: _____ DATE: 7.15.04 PAGE _____ OF _____





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

Michael F. Sweeney
Chairman

April 12, 2004

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Director of Parks and Recreation to authorize and approve the purchase of a diesel powered 72 inch, front rotary commercial lawn mower from John Deere Government Sales, the authorized vendor on the State of Illinois Department of Central Management Services Contract. Funds for the purchase of this commercial lawn mower have been appropriated in the Fiscal Year 2004 adopted budget of the Department of Parks and Recreation.

Your PROPERTY COMMITTEE further respectfully recommends approval of the request received from the Director of Parks and Recreation that the Department's surplus commercial lawn mower be advertised for public sale by sealed bid.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Heselton
Don J. Cavallini

District #2
Matt Sorensen
Rick Dean

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Ann Harding
Duane Moss

District #5
B.H. "Duffy" Bass
Sonny Rodgers

District #6
George J. Gordon
David FAW Setzer

District #7
RA. "Sue" Berglund
Bette Rackauskas

District #8
Paul R. Segobiano
Tori Renner

District #9
Chris Kalapp
Cathy Ahart

District #10
Benjamin J. Owens
Bob Nuckolls



DEPARTMENT OF PARKS AND RECREATION
(309)726-2022 FAX (309)726-2025 www.mclean.gov
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 03/22/03

RE: Mower Purchase through Illinois Purchasing System

The Department of Parks and Recreation has reviewed the recently released Illinois Central Management Services State contract for purchase of a diesel powered 72 inch front rotary commercial mower, as contained in the Department of Parks and Recreation's Parks Program Fiscal Year 2004 budget. The Department has determined that the mower is consistent with the uses of the Department of Parks and Recreation. Departmental staff are very familiar with the manufacturer(John Deere) and model, currently operating these such mowers in regular use.

The Department's experience has been that the State Contract provides substantial cost savings over other manufacturers quotes and trade-in equipment value has been inconsequential in competitive pricing. The Department therefore recommends that it is advantageous to the County to purchase a new 72" front rotary diesel commercial mower through the Illinois State Purchasing System, as provided in the Illinois Intergovernmental Cooperation Act 5 ILCS 220, at a cost of \$10,720.00 . Orders under this contract are taken directly by John Deere Company Government Sales and the Department of Parks and Recreation receives delivery and service through the closest local John Deere Dealer.

As trade-in mowers have previously been valued at \$500.00 or less by successful dealers, the Department recommends that the surplus mower be transferred to another County Department or be advertised for public sale by sealed bid. The Department would provide notice to rural communities and local park districts, which may have use for this equipment in a less demanding environment than that of the County Parks and Recreation Department.

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF ROBERT BORNGASSER
AS A MEMBER OF THE LeROY COMMUNITY FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Robert Borngasser as a member of the LeRoy Community Fire Protect District, it is advisable to consider an appointment or reappointment to this position; and,

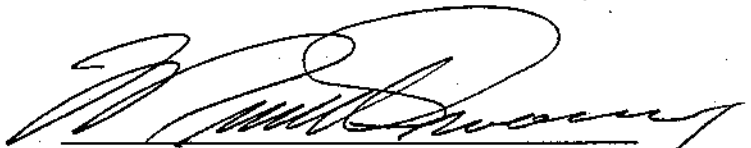
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Robert Borngasser as a member of the LeRoy Community Fire Protection District for a term of three years to expire on April 30, 2007 or until a successor shall have been qualified and appointed.

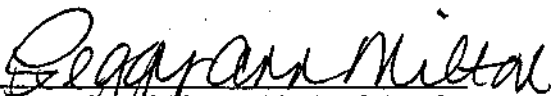
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Robert Borngasser.

Adopted by the County Board of McLean County, Illinois, this 20th day of April, 2004.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF DIANE BOSTIC
AS A MEMBER OF THE DANVERS FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Diane Bostic as a member of the Danvers Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

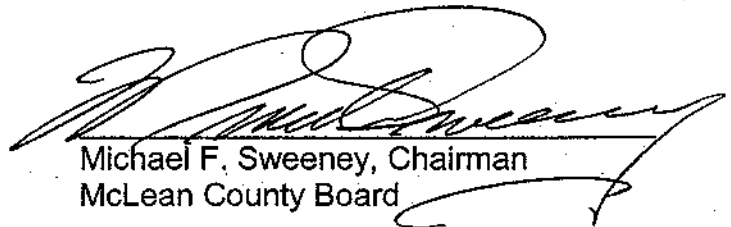
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Diane Bostic as a member of the Danvers Fire Protection District for a term of three years to expire on April 30, 2007 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Diane Bostic.

Adopted by the County Board of McLean County, Illinois, this 20th day of April, 2004.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF BRIAN DIRKS
AS A MEMBER OF THE ELLSWORTH FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Brian Dirks as a member of the Ellsworth Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

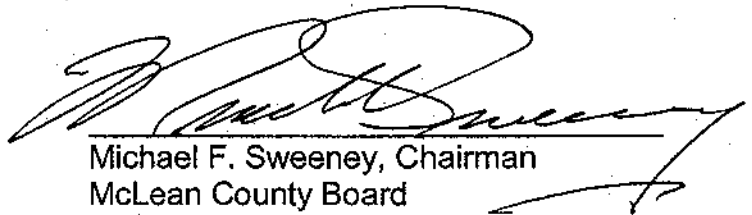
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Brian Dirks as a member of the Ellsworth Fire Protection District for a term of three years to expire on April 30, 2007 or until a successor shall have been qualified and appointed.

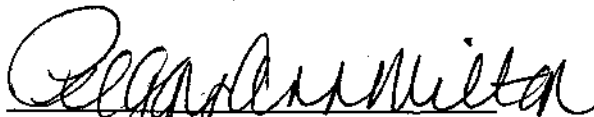
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Brian Dirks.

Adopted by the County Board of McLean County, Illinois, this 20th day of April, 2004.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF DOUG HELMERS
AS A MEMBER OF THE OCTAVIA FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Doug Helmers as a member of the Octavia Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

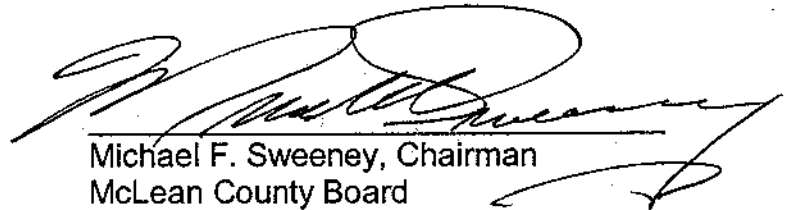
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Doug Helmers as a member of the Octavia Fire Protection District for a term of three years to expire on April 30, 2007 or until a successor shall have been qualified and appointed.

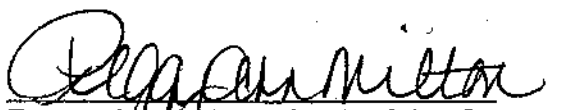
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Doug Helmers.

Adopted by the County Board of McLean County, Illinois, this 20th day of April, 2004.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF LOWELL T. HOFFMAN
AS A MEMBER OF THE CARLOCK FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Lowell T. Hoffman as a member of the Carlock Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

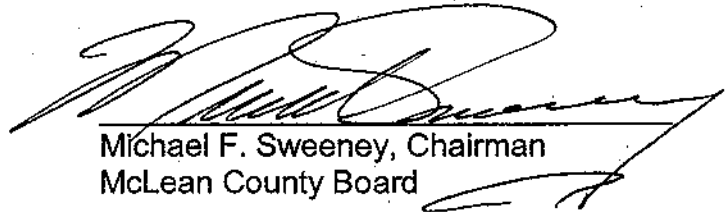
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Lowell T. Hoffman as a member of the Carlock Fire Protection District for a term of three years to expire on April 30, 2007 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Lowell T. Hoffman.

Adopted by the County Board of McLean County, Illinois, this 20th day of April, 2004.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF PAUL McKINNEY
AS A MEMBER OF THE HUDSON FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Paul McKinney as a member of the Hudson Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

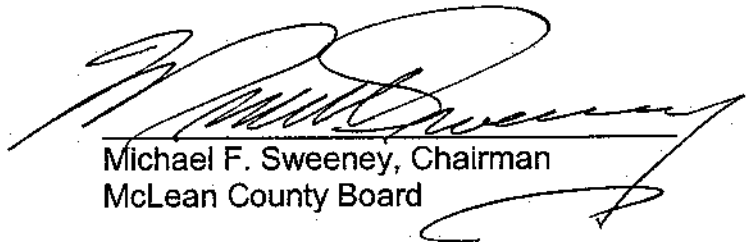
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Paul McKinney as a member of the Hudson Fire Protection District for a term of three years to expire on April 30, 2007 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Paul McKinney.


Adopted by the County Board of McLean County, Illinois, this 20th day of April, 2004.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF MARK MILLER
AS A MEMBER OF THE OCTAVIA FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Mark Miller as a member of the Octavia Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

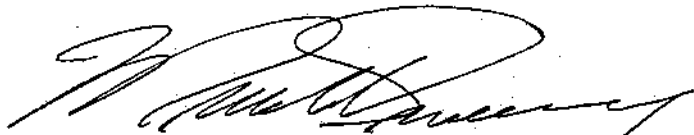
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Mark Miller as a member of the Octavia Fire Protection District for a term of three years to expire on April 30, 2007 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Mark Miller.

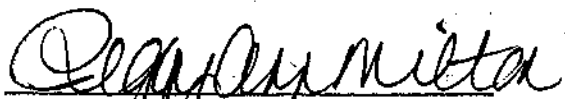
Adopted by the County Board of McLean County, Illinois, this 20th day of April, 2004.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF VERNON D. TERRELL
AS A MEMBER OF THE RANDOLPH TOWNSHIP FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Vernon D. Terrell as a member of the Randolph Township Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

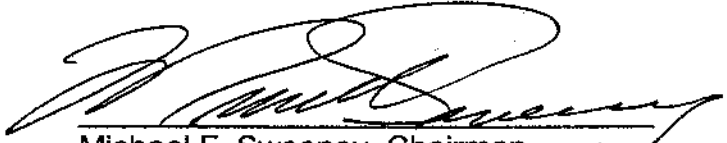
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Vernon D. Terrell as a member of the Randolph Township Fire Protection District for a term of three years to expire on April 30, 2007 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Vernon D. Terrell.

Adopted by the County Board of McLean County, Illinois, this 20th day of April, 2004.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF LLOYD POWER
AS A MEMBER OF THE BELLFLOWER FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Lloyd Power as a member of the Bellflower Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

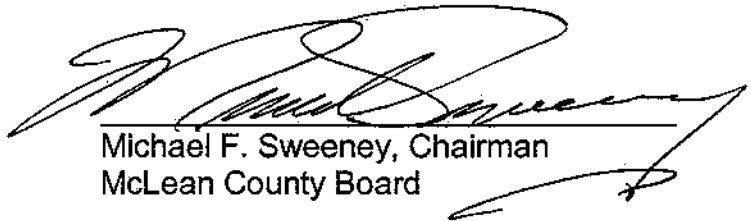
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Lloyd Power as a member of the Bellflower Fire Protection District for a term of three years to expire on April 30, 2007 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Lloyd Power.

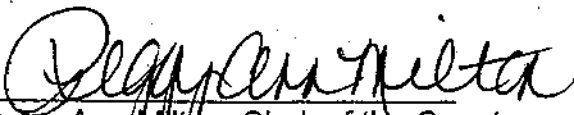
Adopted by the County Board of McLean County, Illinois, this 20th day of April, 2004.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF WARREN BANE
AS A MEMBER OF THE SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Warren Bane as a member of the Saybrook-Arrowsmith Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

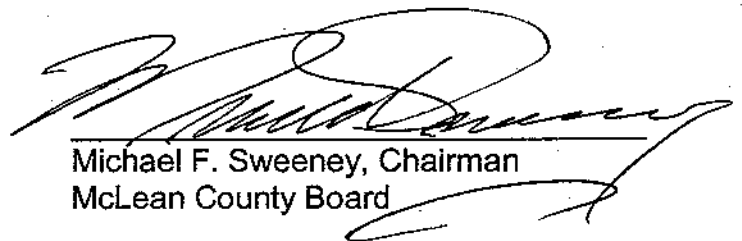
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Warren Bane as a member of the Saybrook-Arrowsmith Fire Protection District for a term of three years to expire on April 30, 2007 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Warren Bane.


Adopted by the County Board of McLean County, Illinois, this 20th day of April, 2004.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF DAVID KINZINGER
AS A MEMBER OF THE CARLOCK FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of David Kinzinger as a member of the Carlock Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

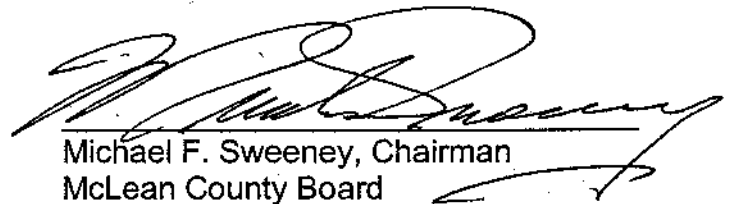
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of David Kinzinger as a member of the Carlock Fire Protection District for a term of three years to expire on April 30, 2007 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to David Kinzinger.

Adopted by the County Board of McLean County, Illinois, this 20th day of April, 2004.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF DAN TRAEGER
AS A MEMBER OF THE TOWANDA FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Dan Traeger as a member of the Towanda Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

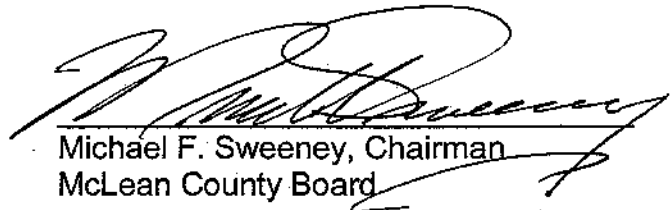
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Dan Traeger as a member of the Towanda Fire Protection District for a term of three years to expire on April 30, 2007 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Dan Traeger.

Adopted by the County Board of McLean County, Illinois, this 20th day of April, 2004.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF DANIEL BELVINS
AS A MEMBER OF THE LEXINGTON FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Daniel Belvins as a member of the Lexington Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

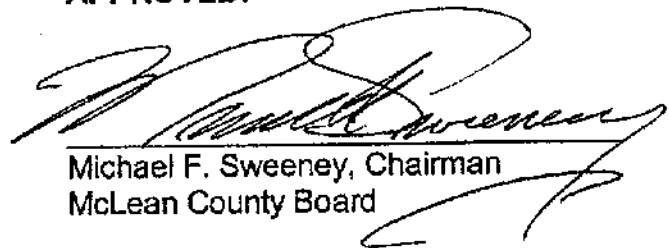
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Daniel Belvins as a member of the Lexington Fire Protection District for a term of three years to expire on April 30, 2007 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Daniel Belvins.

Adopted by the County Board of McLean County, Illinois, this 20th day of April, 2004.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

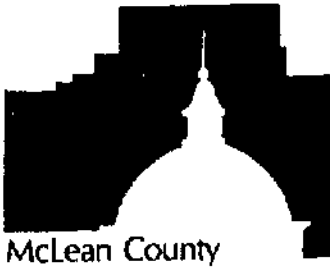
ATTEST:



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

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

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



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

Michael E. Sweeney
Chairman

April 15, 2004

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

Your EXECUTIVE COMMITTEE herewith respectfully recommends approval of the request received from the Director of Information Service to enter into a three (3) year agreement with A5.com, 415 North Main Street, Bloomington, Illinois to provide McLean County government facilities with T1 service. Pursuant to the agreement with A5.com, the County's Internet service will be bundled with the T1 service agreement.

Funding for the three (3) year agreement with A5.com for T1 and Internet services has been appropriated in the fiscal year 2004 adopted budget of the Information Services Department

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLean County Board

District #1
Stan Heston
Don J. Cavallini

District #2
Matt Sorensen
Rick Dean

District #3
Michael E. Sweeney
Diane R. Bostic

District #4
Ann Harding
Duane Moss

District #5
B.H. "Duffy" Bass
Sonny Rodgers

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

District #7
P.A. "Sue" Berglund
Bette Rockauskas

District #8
Paul R. Segobiano
Tori Renner

District #9
Chris Kolapp
Cathy Anari

District #10
Benjamin J. Owens
Bob Nuckolls

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

http://www.a5.com
 sales@a5.com support@a5.com
TERMS & CONDITIONS

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

A5.com

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
SERVICES TYPE (the Service)				
(6) <20 mile, T1 circuit, point-to-point service	\$430/mo. each Plus taxes	\$0.00	36 mo.	
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.				
MISCELLANEOUS SERVICES				
HARDWARE/SOFTWARE				
Prices do not include taxes, shipping & handling or any associated fees. Payment for hardware/software is required prior to installation or delivery.				
A5 INSTALLATION*				
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			
TOTALS:	\$2580.00 plus taxes		36 mo.	

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: _____

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.

Teleco 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 Teleco 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 Customer and will not be available for continued use by departing Customer.

Domain Name - A5 will rouse 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 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 \$3.00 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.

Failure 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 aspect 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 support@a5.com
TERMS & CONDITIONS

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

A5.com

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
SERVICES TYPE (the Service)				
(1) T1 Internet circuit and access, point-to-point service	\$799/mo. Plus taxes	\$0.00	36 mo.	
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.				
MISCELLANEOUS SERVICES				
HARDWARE/SOFTWARE				
Prices do not include taxes, shipping & handling or any associated fees. Payment for hardware/software is required prior to installation or delivery.				
A5 INSTALLATION*				
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			
TOTALS:	\$799.00/mo plus taxes		36 mo.	

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 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.

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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.

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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.

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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 \$3.00 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. 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 _____



419 N. Main St. <http://www.a5.com>
Bloomington IL 61701 sales@a5.com, 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 planing, 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', with a long horizontal line extending to the right.

Eric Fisher
A5.com
309-820-7498 voice



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.

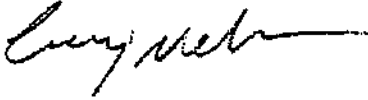
From - To	Current Speed	Current Cost	Speed**	A5 Cost	Proposed Speed
**LJC - A5	T1	\$741	T1	\$799	<i>Includes Internet</i>
LJC **WAN	T1	\$676	T1	\$0	
LJC - Metcom	T1	\$470	T1	\$430	
Comlara	**128k	\$199	T1	\$430	P2P T1
Highway	128k	\$222	T1	\$430	P2P T1
Animal Control	128k	\$222	T1	\$430	P2P T1
Fairview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

* 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,



Craig Nelson
Director, Information Services.

Members Sorensen/Moss moved the County Board approve a Request for Approval to Contract for Broadband Services – Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the minutes and notes from other meetings are available in the packet.

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

**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>CHANGE</u>	<u>AMENDED BUDGET</u>
DCFS Child Abuse Attorney 0001-0020-0019-0407.0145	\$ 0.00	\$22,500.00	\$22,500.00
Child Protection Network 0001-0020-0019-0410.0143	\$ 0.00	\$ 8,957.00	\$ 8,957.00
TOTAL:		\$31,457.00	

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
Employee Medical/Life Insurance 0001-0020-0019-0599.0002	\$ 93,800.00	\$ 1,400.00	\$ 95,200.00
TOTAL:		\$31,457.00	

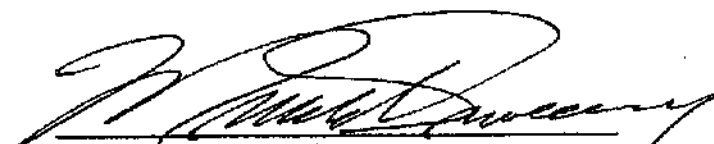
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the State's Attorney.

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

EA_STATTY_dcfsgant2004.apr2
4/20/04

Members Renner/Owens moved the County Board approve a Request for 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. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: the General Report is located on pages 94-99.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Gordon, Chairman, presented the following:

RESOLUTION

REINSTATING A PRELIMINARY PLAN
For the Prairieland Subdivision, File S-00-11

WHEREAS, David Nesbit has requested reinstatement of a preliminary plan for the Prairieland Subdivision, file S-00-11, as provided in the Land Subdivision Regulations of McLean County; and

WHEREAS, said preliminary plan shows 54 residential lots and two out lots; and

WHEREAS, a public meeting on said proposed preliminary plan was held by the Land Use and Development Committee of the McLean County Board as required by law; and

WHEREAS, the Land Use and Development Committee recommends that the proposed preliminary plan for Prairieland Subdivision be reinstated for one year coupled with a stipulation that a monthly report from the County Engineer be made to the Land Use and Development Committee regarding progress of said subdivision and observations and concerns of the County Engineer regarding said subdivision; now, therefore,

BE IT RESOLVED that the preliminary plan for the Prairieland Subdivision, File S-00-11, be and hereby is reinstated for a period of one year from this date April 20, 2004.

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

ATTEST:

APPROVED:

Peggy Ann Milton, County Clerk
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-00-11

1. REFERENCE

- a. Meeting dates: February 5 and March 4, 2004
- b. Subdivider's name: David Nesbit
- c. Subdivision name: Prairieland Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: Immediately southwest of the intersection of 975 East Road and the Old Peoria Road
- b. Township: Dry Grove Township
- c. Parcel Numbers: 13-34-127-006 & 13-34-251-008
- d. Existing zoning: R-1 Single Family Residence District
- e. Applicant request: Reinstate the preliminary plan for the Prairieland Subdivision that was approved by the County Board on July 20, 1999
- f. Existing land use: The land is vacant except that some infrastructure for the Prairieland Subdivision has been installed

The property is .57 acres in area and the preliminary plan contains 54 residential lots.

Development of this subdivision was held up for more than two years in order to obtain an IEPA (Illinois Environmental Protection Agency) approved sewage treatment system since the County did not allow the applicant to begin any construction until this IEPA permit was issued; the applicant continues to have a valid permit.

The Bloomington Township Water District (BTWD), the IEPA, the County Health Department, the County Highway Department and the Building and Zoning staff met with the applicant, his engineer and his attorney in order to resolve issues necessary to continue development of the Prairieland Subdivision. All issues have been resolved.

Since this property is within 1½ miles of the Town of Normal, the Town will also need to reinstate this preliminary plan. The Town of Normal has indicated that they would act on this request after the County.

Staff recommends that this application should be approved.

Respectfully submitted,



Philip Dick, AICP, Director

Attachment: Staff Report for Preliminary Plan of Prairieland Subdivision of May 24, 1999

To: Land Use and Development Committee
From: Charles Wunder
Date: May 24, 2000

Subject: Case S-00-11. Request for approval of a Preliminary Plan for a 54 lot subdivision.

Case S-00-11 is a request by Adolph Polbinski and Dave Nesbit for approval of a Preliminary Plan for Prairieland Subdivision. The proposed subdivision would create 54 residential lots in Section 34 of Dry Grove Township. It is located immediately north of the Apollo Acres Subdivision. The proposed subdivision property was rezoned from Agriculture to R-1 Single Family Residential at the July, 1999 County Board meeting.

The proposed Preliminary Plan encompasses 57.3 acres, containing 54 buildable lots and 2 outlots. The buildable lots range in size from .52 acres (150' x 150') to .97 acres (350' x 150'). Thirty of the buildable lots are the .52 acre size, twenty-one lots between .52 acres and .9 acres and three lots over .9 acres. The two outlots are 14.01 and 1.32 acres and will contain the detention areas, open space, utility and greenway easements. An easement for a bike path as depicted on the Greenways Plan along Old Peoria Road has also been provided.

The street system consists of two primary east-west streets and two primary north-south streets. The north-south street on the east side will connect the Old Peoria Road and Delta Circle in the Apollo Acres Subdivision. All streets in the proposed subdivision will have curbs and gutters and be hard surfaced. A property owner to the east of the property has requested a stub street be extended to the subject property's east boundary to aid in the development of his property. Jeff Tracy has recommended that request be accommodated if he is willing to dedicate a 60' wide easement for a future road across his property for the extension of this stub street to Road 1000E. The property owner has indicated that he would not be interested in this proposal.

I have attached the letter sent to the applicant by the Health Department and the Highway Department regarding the Preliminary Plan. Since the proposed subdivision is within 1 and ½ miles of Normal we will also expect to get comments from Normal before next Wednesday's meeting. We also anticipate getting revised plans before the meeting, which would substantially address the staff concerns. Assuming that this will be done, the staff would recommend that the Preliminary Plan be approved.

Members Gordon/Rackauskas moved the County Board approve a Request for Approval to Reinstate the Preliminary Plan for the Prairieland Subdivision that was Approved by the County Board on July 20, 1999. The property is located in Dry Grove Township immediately southwest of the intersection of 975 East Road and the Old Peoria Road. Member Segobiano stated the following: I am going to vote against this motion for the simple reason that I think that this is certainly not the gentleman, the developer, that needs to develop that land. This situation has been discussed in Committee several times, in fact, his attorney admitted that the only time anything gets done is at the very last minute when he is being pushed by the Committee. There are a number of concerns by the citizens in that area and legitimate ones. I personally, as a Member of the Land Use Committee, feel that they have not all been met. I have talked to the Committee Member who represents that district and she shared the thought that this is not ready to move forward. Members Segobiano/Bostic made a Substitute Motion that this be referred back to Committee. Member Gordon stated the following: the Land Use and Development Committee has considered this matter for five years. This motion is a motion to reinstate the preliminary plan. That plan lapsed after the statutory three-year period because there was a considerable delay in the IEPA issuing a necessary permit which this Board, in 1999, stipulated was required in order for the development to move forward at Prairieland. I hope the Members of this Board have noted the text of the Resolution that is found on page 100 of our packet. Particularly the fourth "whereas". There is a stipulation here that I hope responds adequately. The Committee, unanimously, with one Member voting present, thought this stipulation was adequate to meet some of the concerns that have been expressed by Committee Vice-Chairman Segobiano. The Land Use Committee's recommendation is that the proposed preliminary plan for Prairieland Subdivision be reinstated for one year coupled with a stipulation that a monthly report from the County Engineer be made to the Land Use and Development Committee regarding progress of said subdivision with observations and concerns of the County Engineer regarding said subdivision. In other words, in a somewhat unusual move by the Committee this recommendation incorporates a monitoring provision that in most cases is present without stipulation in the Resolution. We felt that this stipulation, was important to include and it was, with one Member voting present, unanimously agreed upon at the Land Use Committee Meeting. A final plat cannot and will not be approved by the County, by the Building and Zoning Department, unless all provisions, all requirements, associated with subdivision development are met by the developer according to the terms of this Resolution. Further study at this time simply leaves a question open that we have considered at our February meeting, at our March, meeting, and at our April meeting. There has been a good deal of personal observation, by Members of the Committee and others. There has been intense discussion involving representatives of the developer, his attorney, his engineer, his surveyor, and Members of County staff and there is unanimous agreement, on the part of staff, that the developer's attorney, Mr. Miles, has been extremely cooperative with and responsive to the concerns of the County. To send this back for further consideration at this time, to me, represents an effort to keep the question open where in fact the question will already remain open because of the provision of monthly reports back to the Land Use and Development Committee. I am going to vote no on the motion to send this back to the Land Use Committee. Member Bostic stated the following: my support with Paul Segobiano for the substitute motion really is a last ditch effort to stop this. David Nesbit has, without getting personal, not done a good job.

There is junk equipment out there, it's unsightly, it's has just been a problem from the first day that he approached the County and I think the County has bent over backwards to facilitate him. I think we are just letting ourselves in for three more years of hand holding and babying and I think it is time to stop it. Now is the chance, today's the day that we can stop it. I would appreciate a vote to send it back to Land Use and perhaps it will be the end of it – we won't see it again. I am going to ask that it go back and not come forward. Chairman Sweeney stated the following: I am sure that there is going to be more discussion but why would that necessarily kill it? Why wouldn't you just kill it today? Member Bostic stated the following: okay, then let's just kill it today. Chairman Sweeney stated the following: that's not the motion on the floor. I am just suggesting that. Member Sorensen stated the following: first, I need the chairman to approve or to extend the preliminary timeframe by an additional year. Even with reporting back to the Committee, are there any remedies to the County if satisfactory progress isn't being made? Member Gordon stated the following: in terms of the period of time during which the monthly reports will be made, I don't think that there are remedies built into the Resolution. The Land Use Committee could in fact take action if the monthly reports turn out to be unsatisfactory. Mr. Hug stated the following: your question is what remedies there are. The preliminary plan is just that, a preliminary plan. If they don't complete it, if it doesn't comply within a year, flat out refuse the final plat. If there is no final plat, no subdivision is done. The other options are, and this the other end of the spectrum, monthly inspections. The Highway Department, the Illinois EPA, and the Zoning office are putting a lot of time into this. You have to twist Mr. Nesbit's arm a little but Frank Miles, his attorney, is doing a good job of that. Mr. Nesbit's bank is all over him, watching him like a hawk. Since we have started working on this, things have changed a lot. We can, through inspections and involvement with the bank and the attorney, get things achieved. Short of court, there is also the arm-twisting. We can, if he is not completing this subdivision according to plan and specifications, ultimately go to court and get an injunction to stop him. Member Renner stated the following: when you say that they are watching Mr. Nesbit like a hawk, this seems to confirm perhaps some of what we have heard and what was implied by the substitute motion. If there is sufficient evidence that we don't want to go ahead with this, can we crush it today? Mr. Hug stated the following: you can. That's up to you. Every subdivision is inspected by the Highway Department on a regular basis. Inspectors are there to watch over the construction. Because Mr. Nesbit has had some problems, we are giving a little more attention to him to make sure that we reduce the number of problems. The fact that we do inspections is not unusual. What is a little unusual is that it keeps coming back to the County Board and we have spent that much time on it. Member Sorensen stated the following: I think one of the things that concerns me the most about this action proposed by the Land Use Committee is the one-year window. I guess another question would be, if we have a developer working on a project what would a typical window look like for them to get the preliminary plat? Member Gordon stated the following: as just noted, it is usually under three years. The one-year window was incorporated into the Resolution after considerable conversation and discussion at our last meeting. Mr. Miles, Mr. Nesbit's attorney, has assured the Committee that he will be in compliance and ready to move forward to the final plat stage, within that one-year window. You've asked about what is typical and since this is a little atypical, I've answered according to this particular matter.

We have been assured by the attorney, who has had a major role in helping to move this forward, that a one-year time period is not only acceptable but reasonable and that the final plat will be applied for within that one year timeframe. Member Sorensen stated the following: I am thinking about this case very much in the context of what is the lesser of multiple evils? We kill this issue today or we send it back to Land Use and the project sits stagnant for potentially an indefinite period of time. We obviously can't make Mr. Nesbit sell the property to somebody else. It could in theory sit there and continue to flood mud out of that piece of property into wherever. My question at that point is what are the remedies that the County has? Letting Mr. Nesbit continue may be the lesser of two evils as opposed to letting the property sit stagnant. Member Gordon stated the following: the comment was made at the Land Use Committee meetings at least twice that the only way to move on this is to move forward. The Committee is well aware of the concerns, difficulties, and shortcomings involved in the development. Mr. Miles was very frank with the Committee at the April meeting. He too is aware that there have been shortcomings but the Committee Members agree that if there is to be movement, the best chance is to move forward. The monitoring and reporting combination offers perhaps the best hope for the County to keep careful track of what is happening. It's a year where change can be made, development can move forward, concerns can be met, and the cost of not doing so for the developer is that the final plat will not be issued by the Department of Building and Zoning. Member Rackauskas stated the following: I understand Member Segobiano's concerns. I had a lot of these same concerns. It went to Land Use many times. We've worked on this very diligently and to send it back to Land Use is not going to correct the situation. One of the major concerns with this development is that Mr. Nesbit has to have permission today to correct some of the problems. He can't work on that land unless it gets approved today. That is one of our major concerns with this project. I think because there are going to be diligent inspections, the accountability is there, and a lot of people have invested in it, everyone is watching this, more so than other developments. This is a win-win situation. Let it go ahead for a year, then we can stop it if we have to. When you make the comment that this land should be developed but you don't think this man should do it, we run into legal ramifications. We are not allowed to choose who is to develop this. We can choose the quality of work, inspect it, and put consequences on work but we are not allowed to choose, by law who can and who cannot develop a piece of land. We must be very careful with that kind of statement and approach to this problem. Member Bostic stated the following: Member Sorensen raised the question of the land sitting vacant. Having talked to the Supervisor and the Trustees of Dry Grove Township, they have a contingency plan in place. If for some reason that land would sit vacant and be in turmoil with the banker, they would petition the bank to get a cover crop sown and stop the runoff, stop the erosion, and hold it in limbo until someone else could step in and take it. The County Board today, with their decision, is not really ousting Mr. Nesbit from the subdivision. They are letting the economics of the subdivision take care of itself. I think that goes back to my original statement that I do not think that Mr. Nesbit will be the person that finishes the development, whether it has to go back to the bank or if he has to sell it. I think a no vote for approving this preliminary plan makes an economic decision and then it goes from there. I don't think it's a specific personal vote against Mr. Nesbit but I think the economics will take care of it. Member Segobiano stated the following: I stated an opinion that I didn't think Mr.

Nesbit was the one to do the developing. I didn't recommend anyone else. I stated an opinion and I still feel that he is not the one. Although it has no bearing on McLean County's action, this gentleman is in trouble with the State of Illinois, he is in trouble with the City of Bloomington, and he has been in trouble and continues to be in trouble with McLean County. His character and actions speak for themselves. Unfortunately, what is always discussed after our meetings, and it happens in every meeting, some of the details that are very pertinent to the case are always spoken after the meeting. There is documentation, in fact there was one document handed to me after the meeting, and there was talk with the Highway Department individuals about these monthly reports that should have been made and were not. This is nothing new. The Committee tried to put some teeth into this and in fact, there was one Member of the Committee who went out and videotaped the area and I sat silently by. Some of the neighbors came to me in regards to that issue and the fencing out there is broken down, very inadequate, does not meet State standards that are required for subdivision development. The video still exists and you can see it any time and I am sure the Member would be more than happy to show it to you, it does not meet the standards, and Member Bostic talks about runoff. It is very evident that this fencing is not answering the call out there. If this thing goes back to Committee, I think we are going to hear more from the neighbors. They are trying to protect existing homes and property. I think we owe that to them. I hope we will support the substitute motion. Member Selzer stated the following: Mr. Chairman, my concern is the fact that we are introducing all of this information that is not part of the minutes. This is a Land Use, a Zoning issue. That is why we have public hearings. Now we have introduced stuff that we can't even ask anybody a question about. I am sitting here thinking this guy is under investigation, what are we doing? I think we are treading on water we shouldn't be anywhere near. Our Committee has given us a recommendation, I am going to vote against the substitute motion because we ought to vote on it and make a decision. What good are we going to do by sending this to Committee? We will continue to delay and cause more problems and more runoff. We've got an agreement and we've got people willing to work. Let's get out there and if they don't comply, if one report is missing, then step in and take action. I think it is terrible to sit there and say the things we are saying about a developer that are not in my minutes. I don't think it is fair for us to consider that at all. Chairman Sweeney stated the following: I take a different approach, I guess because this is a substitute motion not the main motion. Member Gordon stated the following: let me make two quick comments. On page 101 in the subdivision staff report, the second substantial paragraph, refers to the fact that the Bloomington Township Water District, the IEPA, the County Health Department, the County Highway Department, and the Building and Zoning staff met with the applicant, his engineer, and his attorney in order to resolve issues necessary to continue development of the Prairieland Subdivision. All issues have been resolved. The other point I would like to make is with particular reference to erosion control. The Committee was told, and it is in the minutes of the Committee meeting of this month, that the applicant has filed with the IEPA an erosion control plan which IEPA has approved, and which is available for review if anyone chooses to. Again, I will indicate that I am planning to vote against the substitute motion. Member Sorensen stated the following: perhaps a question for Mr. Hug - in the proposed Resolution on page 100 of the packet, is it possible to insert in the fourth "whereas" an official quarterly checkpoint where the Land Use Committee can halt or rescind the action

of this Resolution. Mr. Hug stated the following: yes it can. Member Sorensen stated the following: with that information, my intention is to vote against the substitute motion but to recommend an amendment to this Resolution inserting a formal quarterly checkpoint where the Land Use Committee can kill this thing if at any time acceptable progress isn't being made. Member Bostic stated the following: Chairman Gordon you had said that the erosion control plan has been approved but physically it has not been put into place in the Subdivision. Has it been physically put into place, have the fences been put back up and runoff stopped? Member Gordon stated the following: my understanding is that there is an issue with two sets of fencing, one at the lower end and one at the upper end. My understanding is that the upper end fence is in place and the lower end fencing is being attended to. Member Moss stated the following: this issue is getting very complicated and I need some clarification at this point. If this substitute motion is eventually voted on and defeated and the original motion to reinstate the preliminary plan is voting on and defeated, where does that put the County? Does that provide the proverbial kill that has been discussed here or are there options for the County or the developer to pursue if that preliminary plan is not reinstated? What happens? Mr. Hug stated the following: if the preliminary plan is not reinstated, the only option would be for the gentleman to reapply for a preliminary plan but by that time, I would anticipate that his money would have run out. I hate to be that blunt. I don't think a developer can go on for four years on a development without being a huge risk. Part of the problem, is that the IEPA is now taking at least two years to review subdivision plats. The warning has been coming from our Health Department that it is going to be harder and harder to develop subdivisions in the County on a three-year preliminary plan schedule. There are a few of our preliminary plans that the IEPA is still dragging their feet. This may just be the first one of these we see. If you decide to shoot this down, Mr. Nesbit's only option is to reapply or the next person has to reapply. The next person is unlikely to be able to piggyback on what has already been done. He may just have to start from the beginning. Member Moss asked the following: what is the timeframe if Mr. Nesbit decides to reapply? Is he essentially starting over or does he pick up where he is now? Mr. Hug stated the following: it is a start over situation. Mr. Dick stated the following: for him to start over, technically he would have to have another preliminary plan approved. It would be difficult to figure, at this point, what kind of preliminary plan he could get approved because the problems brought up here today are not based on the problems with the preliminary plan. Member Hoselton stated the following: if we let Mr. Nesbit go with the thought in the back of our minds that we are going to put the hammer down on him later we are being totally unfair to him. If we are going to sit in the bushes and wait for him to fail at any point during the construction of this area, we are unfair to him. The banks are going to suffer, Mr. Nesbit is going to suffer, and the County is going to suffer. I personally don't think we should go ahead with this based upon what I am reading and what I am hearing. Chairman Sweeney stated the following: we have a substitute motion on the floor. If you vote yes, we will send it back to the Land Use and Development Committee. If you vote no we go back to the main motion. Clerk Milton shows the roll call vote as follows: Bass-no, Berglund-no, Bostic-yes, Cavallini-no, Dean-no, Gordon-no, Harding-no, Hoselton-no, Kalapp-no, Moss-no, O'Connor-no, Owens-present, Rackauskas-no, Renner-no, Segobiano-yes, Selzer-no, Sorensen-no, Ahart-no, and Sweeney-no. Motion defeated with sixteen voting no, two voting yes, and one voting present. Chairman Sweeney stated

the following: we are back to the main motion. Member Sorensen stated the following: I would like to offer an amendment to the main motion, in the fourth "whereas". The intent of this amendment is to put an additional set of teeth in this Resolution, to give the Land Use Committee some additional latitude and a remedy should unsatisfactory progress be made. On page 100, at the end of the fourth "whereas" before the "now, therefore," I would insert a sentence that says, "The Land Use and Development Committee shall define acceptable progress and will have the authority to rescind this Resolution in the July meeting cycle, the October meeting cycle, the December meeting cycle, and the March meeting cycle. Member Renner seconded the motion to add the amendment. Member Hoselton asked the following: are you saying the Committee shall have the authority to rescind or the Committee shall have the authority to recommend rescinding? Member Sorensen stated the following: my perspective is that this is the Committee's business and the Committee should have the authority to put teeth in this and deal with it from here forward. Member Gordon asked the following: so your wording, in your opinion, should stand as is and that is your intent? Chairman Sweeney stated the following: do you have the exact wording that we need and if so why don't you read it again so that Member Gordon as Chairman of the Committee knows what you are talking about. Member Sorensen stated the following: the Land Use and Development Committee shall define acceptable progress and shall have the authority to recommend rescinding of this Resolution to the Board in the July meeting cycle, October meeting cycle, December meeting cycle, and the March 2005 meeting cycle. Chairman Sweeney stated the following: we have a motion on the floor as amended. Mr. Ruud stated the following: you have to vote on the amendment. Member Sweeney stated the following: well, I am not going to get involved in that because Robert's Rules of Order won't say things quite that way but that's fine - let's deal with it your way. So, we will do the amendment and then the main motion. Member Owens stated the following: I would like to be recorded as voting present due to a conflict of interest. Chairman Sweeney stated the following: We have a motion on the floor. All Members voting in favor of the Amendment signify by saying aye. Clerk Milton shows all Members present voting in favor of the Amendment, except Member Owens who voted present, and Members Segobiano and Bostic who voted against the Amendment. Chairman Sweeney stated the following: now we need to vote on the motion as amended. I am still not going to agree with Mr. Ruud. Clerk Milton shows all Members present voting in favor of the Motion as Amended, except Member Owens who voted present due to a conflict of interest and Members Segobiano and Bostic who voted against the Amended Motion. Amended Motion carried.

Member Gordon, Chairman, presented the following:

**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:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
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:

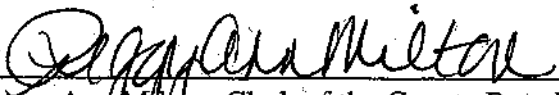
	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0001-0038-0040-0706.0001 Contract Services	\$ 1,500.00	\$ 13,968.33	\$ 15,468.33

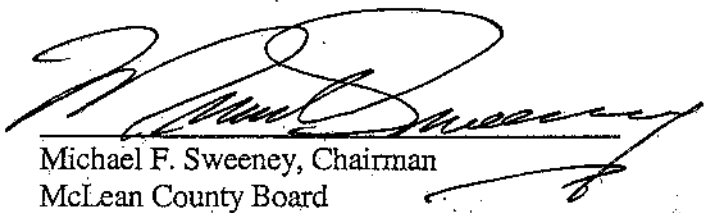
3. That the County Clerk shall provide a certified copy of this ordinance to the Director of Building and Zoning, County Auditor, County Treasurer, and County Administrator.

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


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3/23/04



McLean County

INTER-OFFICE COMMUNICATION

DEPARTMENT OF BUILDING AND ZONING

TO: Terry Lindberg, Assistant County Administrator
FROM: Philip Dick, AICP, Director 
DATE: March 22, 2004
RE: Budget Amendment for Illinois Tomorrow Grant

Please help me process a budget amendment to go to the Land Use Committee in April in order to process \$13,968.33 that will be paid by the State of Illinois to the County for an Illinois Tomorrow Grant. This is money that will be paid to the McLean County Regional Planning Commission for work completed on a land development guide. \$40,031.67 has already been paid out of this \$54,000 grant. Money is paid to the Regional Planning Commission after we receive it from the state.

The revenue line 0001-0038-0040-0407-0073 should be increased by \$13,968.33 and
The expense line 0001-0038-0040-0706-0001 should be increased by \$13,968.33.

cc: Julie Osborn

Pwd/Budget0-03

Members Gordon/Ahart moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance to Amend the Budget to Allow Distributions of Funds to the McLean County Regional Planning Commission from an Illinois Tomorrow Grant. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the following: the General Report is located on pages 106-125.

FINANCE COMMITTEE:
Member Sorensen, Chairman, presented the following:

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 A	Standard Form 424 (Electronic versions – see separate file)
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.

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

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 3rd Tuesday

Extended Service Provided	Frequency
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 nd and 4 th 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:

Operator	Contact Name	Title	Phone	E-Mail
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.

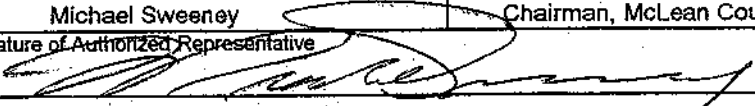
Preparers of this application are advised to consult the IDOT 5310/5311 Grant Management Manual for further guidance on this section.

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
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	3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
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): <u>37-6001569</u>		7. TYPE OF APPLICANT: (enter appropriate letter) <u>B</u>	
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):		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) _____	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: Section 5311 <u>20 - 509</u> TITLE: Operating Assistance Program		9. NAME OF FEDERAL AGENCY: Federal Transit Administration	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Non-urbanized counties and cities in the downstate Illinois area.		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.	
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date 07-01-04	Ending Date 06-30-05	a. Applicant Johnson, Weller	
15. ESTIMATED FUNDING:		b. Project Johnson, Weller	
a. Federal	\$ 291,675.00	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	
b. Applicant	\$		
c. State	\$		
d. Local	\$ 225,681.00		
e. Other	\$		
f. Program Income	\$ 41,500.00		
g. TOTAL	\$ 558,856.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? __ Yes if "Yes," attach an explanation <u>X</u> No	
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 grey areas from total)		\$ 267,181.00	\$ 267,181.00	\$ 41,500.00	\$ 225,681.00
TOTAL REVENUE 401 - 440					

PROPOSED FY 2005 BUDGET
EXPENSES

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
LABOR					
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				
	TOTAL	\$ 235,780.00	\$ 235,780.00	\$ 88,200.00	\$ 147,580.00
FRINGE BENEFITS					
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
	TOTAL	\$ 93,740.00	\$ 93,740.00	\$ 32,512.00	\$ 61,228.00
SERVICES					
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	Temporary 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
	TOTAL	\$ 69,100.00	\$ 69,100.00	\$ 30,530.00	\$ 38,570.00

PROPOSED FY 2005 BUDGET (Continued)

EXPENSES

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
MATERIALS & SUPPLIES					
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
	TOTAL	\$ 58,995.00	\$ 58,995.00	\$ 6,425.00	\$ 52,570.00
UTILITIES					
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
	TOTAL	\$ 8,824.00	\$ 8,824.00	\$ 8,000.00	\$ 824.00
CASUALTY & LIABILITY					
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				
	TOTAL	\$ 62,200.00	\$ 62,200.00	\$ 62,200.00	
TAXES					
507.00	TOTAL	\$ 360.00	\$ 360.00	\$ 360.00	
PURCHASED TRANSPORTATION					
508.00	TOTAL				
MISCELLANEOUS					
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	
	TOTAL (Excluding Grey Areas)	\$ 5,557.00	\$ 5,557.00	\$ 5,557.00	

PROPOSED FY 2005 BUDGET (Continued)
EXPENSES

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
INTEREST					
511.01	Long Term Debt Obligation	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00	
511.02	Short Term Debt Obligation				
	TOTAL	<u>\$ 6,200.00</u>	<u>\$ 6,200.00</u>	<u>\$ 6,200.00</u>	
LEASES & RENTALS					
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	
	TOTAL	<u>\$ 18,100.00</u>	<u>\$ 18,100.00</u>	<u>\$ 5,500.00</u>	<u>\$ 12,600.00</u>
DEPRECIATION & AMORTIZATION					
513.00	TOTAL				
CONTRIBUTED SERVICES					
530.00	TOTAL				
INELIGIBLE EXPENSES					
550.00	TOTAL				
ICR	Indirect Cost Rate				
		AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
(Exclude grey areas from total)	TOTAL EXPENSES 501 - 530 & ICR	<u>\$ 558,856.00</u>	<u>\$ 558,856.00</u>	<u>\$ 245,484.00</u>	<u>\$ 313,372.00</u>

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:

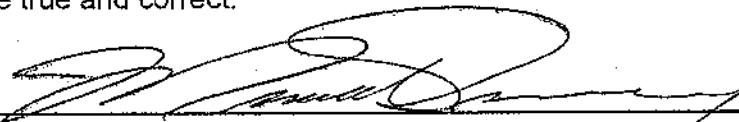
Michael Sweeney, McLean County Board Chairman

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

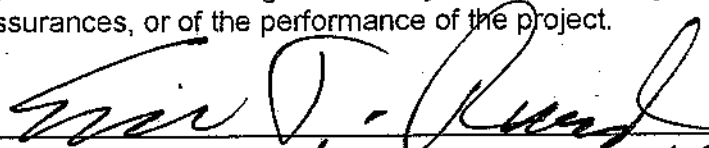
AFFIRMATION OF APPLICANT'S ATTORNEY

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. Rund

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.

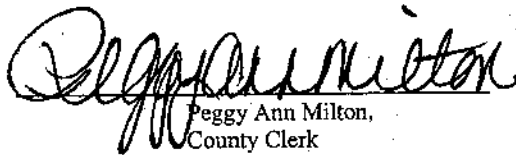
Section 4. That the Board Chairman of McLean County is authorized to furnish such additional information as may be required by the Division of Public Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

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).

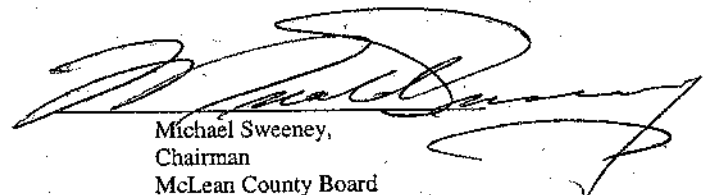
Section 6. That the Board Chairman of McLean County is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

PRESENTED and ADOPTED this 20th day of April, 2004

ATTEST:


Peggy Ann Milton,
County Clerk
McLean County, Illinois

APPROVED:


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 20th 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, 7th 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

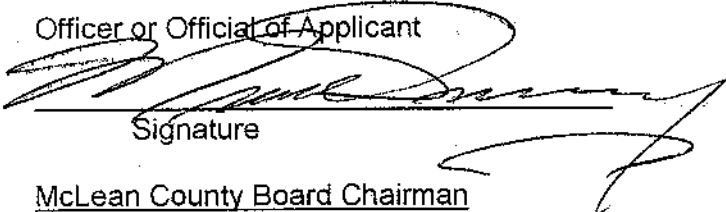
309-888-5768
Fax Number

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.

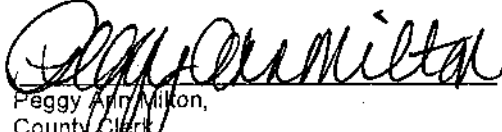
Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

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.

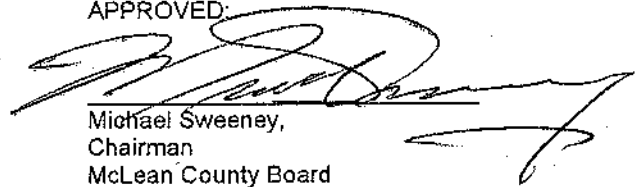
Section 5. That the Chairman of the Board of McLean County is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation.

ADOPTED by the County Board of McLean County on the 20th Day of April, 2004.

ATTEST:


Peggy Ann Milton,
County Clerk
McLean County, Illinois
Clerk of _____ County, Illinois

APPROVED:


Michael Sweeney,
Chairman
McLean County Board

FY2005 APPLICATION

EXHIBIT I

McLean County

SECTION 5311 NON-VEHICLE CAPITAL ASSET INVENTORY

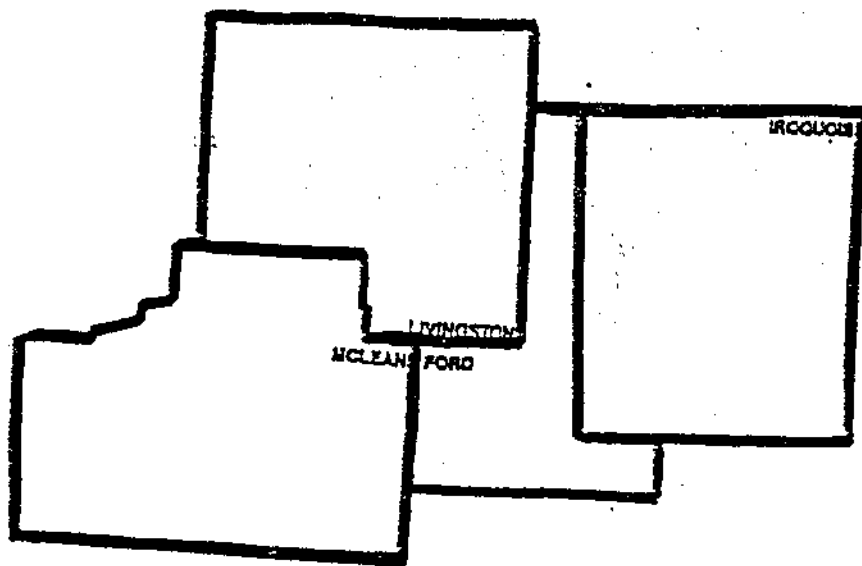
Grantee	Capital Asset Use or Description	Contract Number	State Grant Number	Fed. Grant Number	Total Purchase Price	State Funds	State %	Fed. Funds \$	Fed. %	Local Funds \$	Local %	Date in Service /Purchase	Condition of Asset G, F, P	Date Last Inspected	Date of Disposition
McLean County	Dell computer/printer	3136	RPT-01-014	R-18-X016-17	2,263.00			1,131.50	50%	1,131.50	50%	Jun-01	F	03/01/04	
McLean County	GTX Radio 867FBG0480	3114	CAP-00-731-ILL		480.00	480.00	100%					Jul-01	F	03/01/04	
McLean County	GTX Radio 867FBG1358	3114	CAP-00-731-ILL		480.00	480.00	100%					Jul-01	F	03/01/04	
McLean County	GTX Radio 867FBG1345	3114	CAP-00-731-ILL		480.00	480.00	100%					Jul-01	F	03/01/04	
McLean County	GTX Radio 867FBG0489	3114	CAP-00-731-ILL		480.00	480.00	100%					Jul-01	F	03/01/04	
McLean County	GTX Radio 867FBG1307	3114	CAP-00-731-ILL		480.00	480.00	100%					Jul-01	F	03/01/04	
McLean County	GTX Radio 867FBG1358	3114	CAP-00-731-ILL		480.00	480.00	100%					Jul-01	F	03/01/04	
McLean County	GTX Radio 867FBG1141	3114	CAP-00-731-ILL		480.00	480.00	100%					Jul-01	F	03/01/04	
McLean County	GTX Radio 867FBG1143	3114	CAP-00-731-ILL		480.00	480.00	100%					Jul-01	F	03/01/04	
McLean County	GTX Radio 867FBG1144	3114	CAP-00-731-ILL		480.00	480.00	100%					Jul-01	F	03/01/04	
McLean County	Gateway Computer 28047424	3212	CAP-01-776-ILL		1,759.00	1,759.00	100%					Aug-02	G	03/01/04	
McLean County	Gateway Computer 28047425	3212	CAP-01-776-ILL		1,759.00	1,759.00	100%					May-02	G	03/01/04	
McLean County	GTX Radio 867FCL0608	3212	CAP-01-776-ILL		550.00	550.00	100%					May-02	G	03/01/04	
McLean County	GTX Radio 867FCL0609	3212	CAP-01-776-ILL		550.00	550.00	100%					May-02	G	03/01/04	
McLean County	GTX Radio 867FCL0610	3212	CAP-01-776-ILL		550.00	550.00	100%					May-02	G	03/01/04	
McLean County	GTX Radio 867FCL0611	3212	CAP-01-776-ILL		550.00	550.00	100%					May-02	G	03/01/04	
McLean County	GTX Radio 867FCL0612	3212	CAP-01-776-ILL		550.00	550.00	100%					May-02	G	03/01/04	
McLean County	GTX Radio 867FCL0613	3212	CAP-01-776-ILL		550.00	550.00	100%					May-02	G	03/01/04	
McLean County	GTX Radio 867FCL0614	3212	CAP-01-776-ILL		665.00	665.00	100%					May-02	G	03/01/04	
McLean County	MTX Radio	3212	CAP-01-776-ILL		665.00	665.00	100%					May-02	G	03/01/04	
McLean County	Copier 31705055	3368	CAP-03-843-ILL		2,445.00	2,445.00	100%					Apr-03	F	03/01/04	

MCLEAN COUNTY

SECTION 5311 VEHICLE INVENTORY SUMMARY

VEHICLE CONDITION CODE VEHICLE STATUS CODE
 EXCELLENT ACTIVE
 GOOD RESERVE
 FAIR OUT OF SERVICE
 POOR REPLACED
 INOPERABLE 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	DATE IN REPLACEMENT	DATE OF LAST IDOT INSPECTION	VEHICLE STATUS
1FT1S1438RH76592	McLean County	SHOW BUS	3	94	Ford	Raised roof van	20'	CAP-94-480-ILL		12/01/94	1994	02/01/04	Res
286KB31Z1K184988	Meadows/SHOW BUS	SHOW BUS	4	96	Dodge	Raised roof van	20'	CAP-96-535	IL-16-0015	10/17/96	1996	02/01/04	Res
4CDX54E22P2106428	Meadows/SHOW BUS	SHOW BUS	11	93	MST	Heavy Duty	23.3'	CAP-92-401-FED	IL-16-0016	05/01/93	1993	02/01/04	O/S
1FDLE40F2Y11832790	Meadows/SHOW BUS	SHOW BUS	14	97	Ford	Medium Duty	23.3'	IL-97-559-FED	R-16-0021	07/26/97	1997	02/01/04	A
1FDXE40F3WH1891379	McLean County	SHOW BUS	15	98	Ford	Medium Duty	23.3'	CAP-98-616		12/14/98	1998	02/01/04	A
287LB31Z9WK156253	McLean County	SHOW BUS	16	98	Dodge	Raised roof van	20'	CAP-98-616		12/14/98	1998	02/01/04	A
286LB31Z5YK124040	Meadows/SHOW BUS	SHOW BUS	17	2000	Dodge	Raised roof van	20'	LOCAL		07/10/00	2000	02/01/04	A
287LB31Z7YK168458	McLean County	SHOW BUS	18	2000	Dodge	Raised roof van	20'	CAP-00-690-ILL		07/20/00	2000	02/01/04	A
1FDXE45F0YHC01202	McLean County	SHOW BUS	19	2000	Ford	Medium Duty	23.3'	CAP-00-690-ILL		11/03/00	2000	02/01/04	A
1FDXE45F5YHC01227	McLean County	SHOW BUS	20	2000	Ford	Medium Duty	23.3'	CAP-00-690-ILL		11/27/00	2000	02/01/04	A
1FDWE35L5Z1852792	McLean County	SHOW BUS	21	2003	Ford	Light Duty	20'	CAP-02-791-CVP	M-03-0225	12/20/02	2002	02/01/04	A
1FDXE45F221810538	McLean County	SHOW BUS	22	2002	Ford	Medium Duty	23.3'	CAP-02-791-CVP	IL-03-0225	01/24/03	2003	02/01/04	A
1FDXE45F421810539	McLean County	SHOW BUS	23	2002	Ford	Medium Duty	23.3'	CAP-01-743-CVP	IL-03-0213	01/24/03	2003	02/01/04	A
1FD3E45F031856038	McLean County	SHOW BUS	24	2003	Ford	Medium Duty	23.3'	CAP-03-858-CVP	R-16-2018	02/20/04	2004	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. 3rd
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

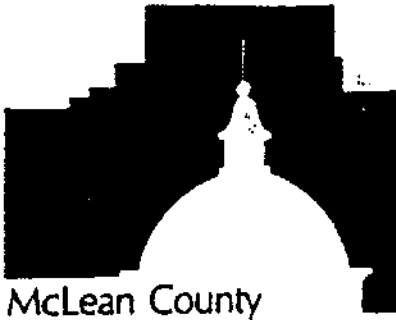
Wilken Bus Service
1565 N. 600 E Road
Onarga, IL 60955

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

04/15/2004

Official Signature

Date

(As authorized by board resolution included as Appendix C)

Michael Sweeney
Print Officer or Official Name

McLean County Board Chairman
Title

READ ALL INFORMATION CAREFULLY

Received at IDOT _____/_____/_____

5310-04/s:sec5310-CY04

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	2B6KB31Z4TK184638	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	88,516	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	1FDXE45F5YHC01227	2/2004	84,061	14/Y	2000	Y-2968
03	Eldorado	L Duty	1FDWE35L52HB52792	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

A. Applicant Agency Name 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 (1st, 2nd, 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
Justification (i.e. exceeds mileage criteria, and documented as unsafe or in poor condition -incl. photos, receipts)					
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 <u>2</u> of <u>2</u>
-------------------------------------------	---------------------	---------------------------

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 (1st, 2nd, 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	1FTJ534G9RHB78592	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 Para- Transit 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 <input checked="" type="checkbox"/> N <input type="checkbox"/>	Special Passenger Care	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
Emergency response	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Local contacts, resources and procedures	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
C.P.R.	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Defensive Driving	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>

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 Ruud

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

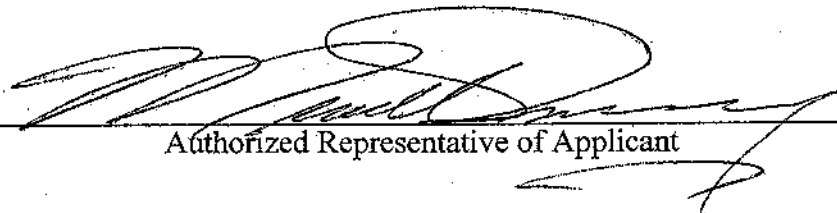
BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all State and Federal statutes, regulations, executive orders, and Federal requirements 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



A handwritten signature in black ink, appearing to read 'Michael Sweeney', is written over a horizontal line. The signature is stylized and cursive.

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.

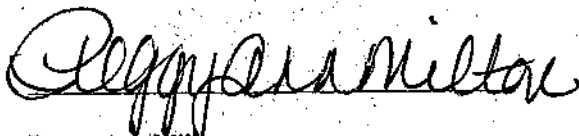
Section 2. That the Board Chairman of McLean County is hereby authorized and directed to execute and file such application on behalf of McLean County.

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

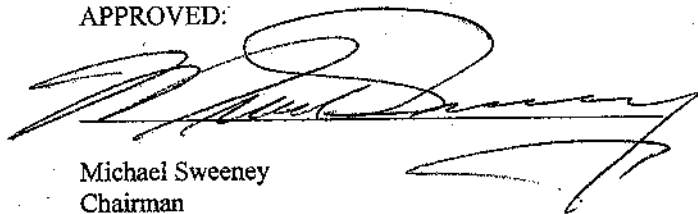
ADOPTED by the County Board of McLean County this 20th day of April, 2004

ATTEST:



Peggy Ann Milton
County Clerk
McLean County, Illinois

APPROVED:



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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3	AMOUNT OF GRANT	2
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<u>Exhibit A - Final Approved Service Plan</u>		
<u>Exhibit B - Approved Project Budget</u>		
<u>Exhibit C - Drug-free Workplace Certification</u>		
<u>Exhibit D - Special Provisions to the Agreement</u>		

This Agreement is made by and between McLean County (hereinafter referred to as "Grantee") and MMRC d/o/a SHGW RIF (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.

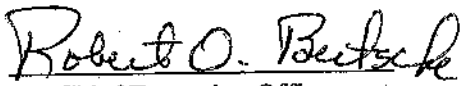
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the 1st day of July, 2004, by their respective duly authorized officials.

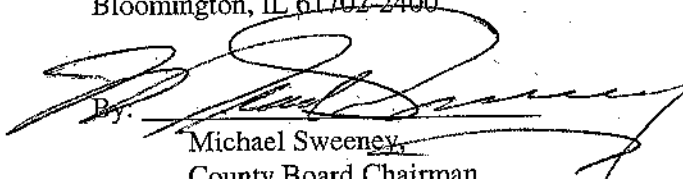
Provider's Name & Address

Grantee's Name & Address


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

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

By: 
Chief Executive Officer

By: 
Michael Sweeney,
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

Members Sorensen/Moss moved the County Board approve Requests for Approval of State Fiscal Year 2005 Section 5311 Non-Metro Public Transportation Operating Assistance Grant Application and Intercity Bus Grant Application, 2004 Consolidated Vehicle Procurement Application, Purchase of Service Agreement between McLean County and Meadows Mennonite Retirement Community, and Motor Lease Agreement (SHOW BUS). Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**RESOLUTION AMENDING THE FUNDED
FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR 2004**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 18, 2003 which became effective on January 1, 2004; and,

WHEREAS, the State's Attorney's Office has received new state and local grant resources which will support an additional Assistant State's Attorney III who will be assigned to the Children's Advocacy Center to prosecute child abuse cases, and which are expected to provide sufficient funding to do so on an ongoing basis; and,

WHEREAS, the Finance Committee, at its regular meeting on April 6, 2004, recommended the approval of this change in the Full-Time Equivalent Positions Resolution for 2004 Fiscal Year; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:


<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Adopted</u>	<u>Amend</u>	<u>New</u>
State's Attorney's Office 0001-0020-0019	12	Assistant State's Atty. III 0503.1107	7.00	0.50	7.50

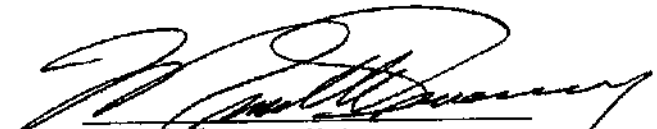
BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois that the County Clerk is hereby directed to provide a certified copy of this Resolution to the State's Attorney's Office, the County Treasurer, and the County Administrator's Office.

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

e:john/cobd/fteres_sao_cacgrantapril.04

Members Sorensen/Renner moved the County Board approve a Request for Approval of an Amendment to the 2004 Full-time Equivalent Positions Resolution – State's Attorney's Office 0020 - DCFS Grant for Children's Advocacy Center Attorney. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the General Report is located on pages 183-194.

TRANSPORTATION COMMITTEE:
Member Bass, Chairman, stated the following: the Transportation Committee has nothing to report. Our General Report is located on pages 195-202.

PROPERTY COMMITTEE:

Member Bostic, Chairman, presented the following:

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.



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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.

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5212

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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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 number 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 strike 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 7.1.8 of ALA 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 ALA 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 9.3 of ALA 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 ALA 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, use this if 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 ALA 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:

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.

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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Division 0	CONTRACT REQUIREMENTS	
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	GENERAL REQUIREMENTS	
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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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	SITE WORK AND DEMOLITION	
Section 02170	Selective Demolition	02170/1-3
Division 4	MASONRY	
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	METALS	
Section 05920	Cleaning and Repairing Clock Mechanism	05920/1-4
Section 05999	Miscellaneous Metals	05999/1-3
Division 6	WOOD AND PLASTICS	
Section 06100	Rough Carpentry	06100/1-4
Division 7	THERMAL AND MOISTURE PROTECTION	
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 07810	Sheet Metal Roofing	07810/1-10
Section 07900	Sealants	07900/1-5
Division 8	WINDOWS AND DOORS	
Section 08520	Aluminum Windows	08520/1-8
Section 08800	Glass and Glazing	08800/1-5



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Division 9	FINISHES	
Section 09900	Coating of Metals	09900/1-7
Division 10	SPECIALTIES	
Section 09900	Flagpole	09900/1-7
Division 16	ELECTRICAL	
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

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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

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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

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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.

B.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)

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RECEIVED

MAR 30 2004

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 23 January 2004	Construction Contract
Base Bid	\$ 840,735.00	\$ 840,735.00
Alternate No. 1	6,500.00 ¹	Part A ² 40,000.00 Part B ³ 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
Total	\$ 1,083,621.00	\$ 1,112,885.00

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

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

³ 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
	<u>\$ 1,364,700.00</u>	<u>\$ 1,124,000.00</u>	<u>\$ 1,112,885.00</u>

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

Members Bostic/Owens moved the County Board approve a 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. Clerk Milton shows all Members present voting in favor of the Motion except Member Hoselton who voted against the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

**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.

- (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 20th 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

Members Bostic/Renner moved the County Board approve a Request for Approval on Financing of Renovation and Restoration of Dome and Roof Areas of the McLean County Courthouse Project - County Administrator's office. Member Segobiano stated the following: in this year's budget, we are currently supporting the museum at \$144,316, while denying other Department Heads certain items they requested. Now we are recommending that the \$226,170 in proceeds from a one-time sale of the McBarnes Building, that is a total of \$370,486.87, go to the Historical Society. I think it is unfortunate that we can tell Department Heads here that we have no money and the League of Women Voters in regards to the monitoring system. Some of us are looking for a one-time expenditure, a one-time source of revenue, that we could use to maybe stall the erection of a new jail that the taxpayers are going to be asked to support if we don't answer to the overcrowding. I think it is unfortunate that we have to put everything, every available dollar that we have down there and I would certainly ask the County Board to reconsider this action. Clerk Milton shows all Members present voting in favor of the Motion except Members Segobiano and Hoselton who voted against the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

**RESOLUTION of the McLEAN COUNTY BOARD
APPROVING the LOCATION and LEASE of SPACE
in the LOBBY of the LAW AND JUSTICE CENTER
for a COFFEE KIOSK RETAIL FACILITY**

WHEREAS, the Property Committee of the McLean County Board has received and reviewed a proposal submitted by Mr. Kevin Crutcher, an independent, private entrepreneur, to locate and lease space in the lobby of the Law and Justice Center for a Coffee Kiosk retail facility; and,

WHEREAS, plans for the proposed Coffee Kiosk retail facility are subject to review and final approval by the City of Bloomington Building Code and Enforcement Department, the McLean County Health Department, and the McLean County Facilities Management Department; and,

WHEREAS, pursuant to the Lease Agreement approved by the Public Building Commission of McLean County and the McLean County Board, McLean County is responsible for the Operation and Maintenance of the Law and Justice Center; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, April 1, 2004, recommended approval of the location and lease of space in the lobby of the Law and Justice Center to Mr. Kevin Crutcher for a Coffee Kiosk retail facility, contingent upon final approval of the architectural plans and specifications being received from the City of Bloomington Building Code and Enforcement Department, the McLean County Health Department, and the McLean County Facilities Management Department; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, April 1, 2004, recommended that, upon receipt of final approval of the architectural plans and specifications from the City of Bloomington Building Code and Enforcement Department, the McLean County Health Department, and the McLean County Facilities Management Department, a Lease Agreement for space in the lobby of the Law and Justice Center be prepared between Mr. Kevin Crutcher and McLean County; now, therefore,

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

- (1) The McLean County Board hereby approves the recommendation to locate and lease space in the lobby of the Law and Justice Center to Mr. Kevin Crutcher for a Coffee Kiosk retail facility, contingent upon final approval of the architectural plans and specifications being received from the City of Bloomington Building Code and Enforcement Department, the McLean County Health Department, and the McLean County Facilities Management Department.
- (2) The McLean County Board hereby approves the recommendation that, upon receipt of final approval of the architectural plans and specifications from the City of Bloomington Building Code and Enforcement Department, the McLean County Health Department, and the McLean County Facilities Management Department, a Lease Agreement for space in the lobby of the Law and Justice Center be prepared between Mr. Kevin Crutcher and McLean County.

(2)

- (3) The McLean County Board hereby requests that a certified copy of this Resolution be forwarded to the Director of Facilities Management, the Director of the McLean County Health Department, the First Civil Assistant State's Attorney, and the County Administrator.

ADOPTED by the McLean County Board this 20th 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



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX jack@McLean.gov

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

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

Date: March 19, 2004

Subj: Law and Justice Center Coffee Kiosk Proposal

On March 4, 2004, Mr. Kevin Crutcher presented a proposal to the Property Committee to establish a retail sales coffee kiosk establishment in the lobby of the McLean County Law and Justice Center. The Committee requested County staff research the matter and specifically review two items: (1) Does the County need to seek bids for such an establishment, and (2) what do other coffee kiosk establishments pay for rent, etc.?

After much research and in talking to private and public building owners and operators who have similar coffee kiosk establishments in their facilities, I learned that for public taxpayer supported government facilities, those organizations solicited public bids for establishing their coffee kiosks. Privately owned building operators did not solicit bids because bids were not required.

After discussions with Mr. Eric T. Ruud, First Assistant States Attorney, he concluded that the McLean County Public Building Commission as owners of the Law and Justice Center, and not the County, is the appropriate corporate body to make the determination of whether a coffee kiosk operation is established in the Center. Additionally, Mr. Ruud stated that should the PBC desire to permit a lobby coffee kiosk operation, the PBC is the corporate body to solicit, review, and award any bids.

The next scheduled meeting of the McLean County Public Building Commission is Tuesday, May 4, 2004, at 3:30 p.m. in Room 703 of the Law and Justice Center. I will inform Mr. Crutcher of this meeting and also attend to answer any questions posed by the Commission.

Thank you.

Cc: Mr. Eric T. Ruud, First Assistant States Attorney
Mr. David C. Wochner, Council, PBC

The Coffee Depot

Business Plan

Kevin Crutcher, President

Frank Laesch, President

Kim Crutcher, Vice President

Shelley Laesch, Vice President

Mission Statement

To serve God and our families foremost. To provide the highest quality specialty coffee drinks, smoothies, and teas in the Bloomington/Normal area. To serve with pride and dignity. To provide a non-judgmental environment for our customers to come and enjoy.

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Illustrated layout of the kiosk

Executive Summary

The Coffee Depot is an LLC(Limited Liability Corporation) established in 2004 for the purpose of providing the highest quality espressos, lattes, mochas, Italian sodas, smoothies, and teas available.

The company consists of four partners, Kevin and Kim Crutcher and Frank and Shelley Laesch. The Coffee Depot can be found on the first floor, inside the Law and Justice Center in Bloomington, Il. This location was considered four years ago when the county engaged in discussion with Starbucks to establish a kiosk in this location. Several factors prohibited this arrangement. Kevin and Kim made a proposal to the county one year later to establish a privately branded coffee kiosk. The County was very interested, but unfortunately the timing wasn't right for the Crutcher's. Now, 2004 the Crutcher's partnering with the Laesch's revisited the coffee kiosk idea, came up with a name and again presented to the county their idea. Once again, the county is interested.

The Coffee Depot will offer the above listed specialty drinks as well as donuts/pastries, muffins, bagels, and fresh fruit. A smaller version of this same menu will be available for catering.

Our hours of operation will be from 7a.m. to 11:30a.m. for the first year, then a lunch menu will be a strong consideration for the future.

Kim has experience in opening a coffee house in her church. Kevin, Kim, Frank, and Shelley several years experience working in the church coffee house and all have receive Barista training by Alliance World Coffees located in Muncie, Indiana.

We project that our start up cost will run \$21,000. We will independently finance the initial start up cost covering the kiosk, plumbing, electricity, coffee/smoothie equipment, product, and decor.

We plan to hire a manager who shares our same vision and employees who fit with the culture of the business.

Statement of Purpose:

The Coffee Depot was formed for the purpose of providing the highest quality and best tasting espresso's, latte's, mocha's, Italian soda's, smoothies, and teas available. We will provide brewed coffees, and will serve them in both regular and decaffeinated.

We will market our product to employees and visitors of the Law and Justice Center. Using high quality coffee, we will capture the essence of taste, texture, body, and aroma in a comfortable, friendly, and relaxed atmosphere.

Our menu will include additional items of donuts, bagels/pastries, muffins, and fresh fruits. We vow to serve our customers with integrity, and to value our customers by providing great service that is friendly, and prices that are competitive.

We will provide trained Baristas work the kiosk and educate the public on the quality and difference in our specialty drinks.

We will cater regularly scheduled meetings, providing airpots of coffee, donuts/pastries, muffins, and or bagels.

We will provide an ambiance of comfort, relaxation, aroma for taking a break to enjoy good coffee, tea, cold beverage, and or snack.

Physical description of business:

The kiosk will sit along a brick wall with ceramic tile flooring in a large atrium located between the entrance and exit of a five story office building.

The colors of brick, dark wood, with washable laminate counter tops will give warmth to the atmosphere while brighter colors of blue, green, purple, and yellow seen as a backdrop for the menu and in our logo will catch the eye of the customer.

Two tables with 2-4 chairs at each table will be available for seating as well as Two full size lounge chairs with a table between to sit your drink.

Lighting will come from already placed lighting in the ceiling and from the many windows located along the front of the building. Track lighting will also provide light within the kiosk, lighting up the menu boards and the counter tops.

A clear showcase will sit on the counter to display donuts, bagels, and muffin, which will be made fresh daily by a local bakery.

An attractive buffet will house condiments with a waste container to discard wrappers and stir.

Outside will be seating on a concrete bench and table and chairs will be placed in the front of the building during the summer, for customers to sit outside and enjoy their drink.

Product and Services: We will offer high quality coffee purchased from Alliance World Coffee's whom were ranked #1 in the National Coffee Roasters organization. They will also provide us with flavored syrups made by Sergio, 100% all natural juice from concentrate, and powder for mocha drinks.

We will offer pastries (donuts, bagels, muffins) made fresh daily at a local bakery.

We will offer fresh fruits (apples, oranges, and bananas), purchased from a local grocer.

We will provide catering services for meetings.

Goals and Strategies:

Offer Quality Products: To serve the highest quality coffee and specialty drinks in Bloomington/Normal, and earn a reputation through our product and service that will make us competitive with larger coffee vendors such as Star Bucks and Caribou coffee. We will achieve this by being dedicated to the research, study, and the practice of the latest trends in the coffee world. We will also follow the cutting edge practices of our consultants and suppliers, that being Alliance World Coffee's.

Ambiance: To provide a friendly environment for our customers to relax and enjoy a drink and or snack, and guaranteeing great customer service that is timely, friendly and courteous.

Catering Goals: To expand our catering services outside the law and justice center through word of mouth and possibly advertising at some point.

Hiring Goals:

Management: Team members will find their direction from the companies mission statement, values, and vision statements, as well as from the companies goals and objectives that we plan to achieve. The company owners will initially manage the business therefore setting a tone that encourages great customer service and satisfaction and guaranteeing the highest quality product.

Training goal: The owners and operators of The Coffee Depot will receive Barista training at Alliance World Coffees, Muncie, Indiana. The owners and operators will then train any and all employees by providing written information on terminology of the coffee lingo and hands on training for preparing specialty drinks as well as brewed coffees and tea.

Management Goals: To hire a person to manage and operate the business, giving this person the Autonomy to dream with the company, assist the vision of the company, and set the tone for our work mission and strategies.

Employee Goals:

- tax forms
- employee handbook

Future Growth:

- For the business owners to have freedom to oversee a manager and plan for future kiosks.
- To open a second kiosk in one year.
- Purchase an ATM machine and place near kiosk

New Technologies: We are committed to staying educated on the latest drink making techniques and trends in the coffee, smoothie, mocha, and tea world by attending training seminars and through reading materials.

Insurance: Country companies small business liability insurance.

Legal Structure: Our legal and financial advisors recommended an LLC (Limited Liability Corporation) as the most efficient structure based on our current plans for expansion. There have been 400 shares of stock applied for and issued to the four partners. We are incorporated in the State of Illinois.

Hours of Operations: M - F 7:00am to 11:30am

Address:

The Coffee Depot
104 E. Front St.
Bloomington, Il 61701

Mailing address:

The Coffee Depot
8 Blue Lake Ct.
Bloomington, Il 61704

Job Titles and Description:

Owners and operators: Kevin and Kim Crutcher, Frank and Shelley Laesch

Kevin - is the founder of the coffee depot idea for the law and justice center.

He is part owner and will act primarily as the front runner for all scheduled meetings in establishing. He will act as our PR person now and after the business is functioning. He has 16 years of office management experience and will be our director and advisor for managing staff at the kiosk. He will help to formulate an interview style for us to use in the hiring process and help to set guidelines for termination practices. He will act as an advisor on the day to day operations of the business and planning for future kiosks.

Kim - is part owner and manager of the coffee depot. Her role will be to work and manage the business on a daily basis, purchasing product, scheduling and catering events. Her past experience of opening a coffee house in her church is valuable in making the specialty drinks, and training to become a Barista. She will be the primary partner to purchase product, and will serve in the training of staff, and in assuring the business operates effectively. Kim's background in nursing gives her years of experience in serving others. She also has a background in case management, which will benefit the business in the daily operations. Providing organized, quality, friendly service will be her strength.

Frank - is part owner of the coffee depot. His primary and much needed role, is to manage the finances of the daily operations of the business. Frank's forte is numbers and he finds no challenge too difficult when it comes to finances. He will manage our business through a Quick Books program, that he is being trained in. Frank has a military background which has equipped him with the skill of paying great attention to detail. He will act as an advisor for the day to day operations as well as in planning for future kiosks.

Shelley - is part owner, manager, and designer of the coffee depot. Shelley has owned and operated her own specialty interior painting business, and has a great eye for design. She also has a background in catering, which will serve to increase our quality and success through her experience. Her role will be to work and manage the business on a daily basis, scheduling and catering events, and helping with the purchasing of product. Shelley's past experience of working the coffee house in her church, will serve her and The Coffee Depot well, in establishing our business.

Marketing Plan

Marketing Potential:

- Employees of the Law and Justice Center = 340 employees
- Foot traffic for court and other various appointments = 900-2300 people per day
- Catering meetings, and Election events. There are regularly scheduled weekly and monthly meetings held at the law and justice center.
- Sheriffs Department
- Employees of the Hundman building = 84 employees
- Attorneys and Judges in the Bloomington/Normal area
- We are basically marketing an isolated community of law and justice employees and visitors of the law and justice center.

Competition: We have no kiosk competitors with in the 5 story structure of the law and justice center. There is one coffee vending machine on the 5th floor located in the grand jury room.

Approximately 3 blocks north of the Law and Justice Center is a store front coffee house called the Coffee Hound. Other competitors in the community are The Coffee House located in downtown Normal, Latte'Time located on North Main street in Normal, Bagelman's has 2 locations in Normal, and Bevande located near Towanda Plaza and at the Bloomington Air Port. Bevande most closely represents the type of business The Coffee Depot will be.

We plan to be very competitive with our menu prices. We will price our product slightly below our local competitors, as a service to our customer. This will not reflect an inferior product, but an ability to market our customer base.

Promotional Activity:

- Punch cards
- Drawings for free product
- Taking free Latte samples to the different departments
- Buy a Latte get a complimentary cup or pastry

Advertising:

- Flyers handed out within the building and to all local businesses in the downtown area.
- Ribbon cutting ceremony asking the Pantagraph to cover.

Strengths vs. Weaknesses

Our strength is that we are catering to a specific part of the community that currently does not have this service available to them without a several block walk or drive.

The parking is also of concern in the downtown area, so once one has parked for work or for other business within the law and justice center it is difficult to come and go with ease. This we see as a benefit for our business, as well as those coming into the Law and Justice center. A weakness is that we will be limited as to whom we can serve.

Our location is a strength as well as a weakness. We most likely won't have customers walking in off the street, because to enter the law and justice center one must go through a security check. The weakness is that we will primarily serve those who have a purpose for coming into the law and justice center. The strength is that we are in a secured environment and our business is well protected as a result of this.

Financial Data:

See attachment

Projected Profit/Loss for 2004

This analysis was based on the lowest (750 people) and highest (1800 people) recorded traffic flow within the courthouse. Established on studies that 60% of Americans drink coffee in the morning everyday, we assumed that we would service 10%* of them at an average \$2.50/sale.

	Lowest	Highest
(45 / 108)* x \$2.50 (minus taxes)	\$18,000	\$44,000
Direct cost of sales (25%)	<u>4,500</u>	<u>11,000</u>
Gross Margin	\$13,500	\$33,000
Utilities \$50/mo	\$450	\$450
Insurance \$50/mo	450	450
Rent (negotiate)	<u>?</u>	<u>?</u>
Total Expenses	\$900 (+ negotiated rent)	\$900
Net Profit	\$11,700	\$30,450
Net Profit/Sales	65%	69%

Statistics for Success:

According to the National Coffee Association in 1999 there were 108,000,000 coffee consumers in the united states spending approximately 9.2 billion dollars in retail sector and 8.7 billion dollars in the food service sector every year (SCAA 1999 Market Report). Coffee drinkers spend on the average \$164.71 per year on coffee. In 2000 the NCA found that 54% of the adult population in the US drink coffee daily, 18.12% drink gourmet coffee beverages daily, and 25% of Americans drink coffee occasionally. The average consumption in the US is 3.1 cups per day.

See Attached article titles Coffee Consumption in the United States



coffeeresearch.org
Market

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Agriculture Coffee Espresso Science Politics Market

- Explanations ►
- Consumption ►
- Statistics ►
- Market Links ►
- Weather ►

Consumption in the United States

Ads by Google

In 1999 there were 108,000,000 coffee consumers in the United States spending an approximated 9.2 billion dollars in the retail sector and 8.7 billion dollars in the foodservice sector every year (SCAA 1999 Market Report). It can be inferred, therefore, that coffee drinkers spend on average \$164.71 per year on coffee. The National Coffee Association found in 2000 that 54% of the adult population of the United States drinks coffee daily (NCA Coffee Drinking Trends Survey, 2000). They also reported that 18.12% of the coffee drinkers in the United States drink gourmet coffee beverages daily (NCA). In addition to the 54% who drink coffee everyday, 25% of Americans drink coffee occasionally (NCA).

The average consumption per capita in the United States is around 4.4 Kg. Among coffee drinkers (i.e. not per capita) the average consumption in the United States is 3.1 cups of coffee per day (NCA). Per capita men drink approximately 1.9 cups per day, whereas women drink an average of 1.4 cups of coffee a day (NCA).

Related Articles

- [Coffee Consumption Statistics](#)
- [Italian Coffee Consumption](#)
- [Coffee Importation Statistics](#)

Coffee Roasters
Home, commercial & industrial grade coffee Roasters
www.lescafesastoria.com

Hawaiian Coffee
One of the worlds finest coffees,
100% Kona coffee direct from Hawaii
www.honucoffee.co.uk

Kona Coffee Estate Grown
100% Kona Coffee
Freshly Roasted
Sun Dried graded,
Peaberry & Green
www.redbird-kona-coffee.com

Havana Coffee Co
Huge range of Espresso machines! All manner of coffee accessories
www.havanacoffeeco.com



HOT		Tall (12oz)	Grande(16oz)	COLD	Tall (12oz)	Grande (16oz)
Caffe Latte espresso, steamed milk		2.25	2.75	<u>ICED</u> Iced Caffe Latte espresso, milk over ice	2.25	2.75
Flavored Latte espresso, steamed milk, flavored syrup		2.50	3.00	Iced Latte espresso, milk, flavored syrup over ice	1.75	2.00
Cappuccino espresso, frothed milk		1.80	2.25	Iced Chai spiced Indian tea, milk over ice	2.50	3.00
Hot Chocolate chocolate syrup, steamed milk		2.00	2.50			
Hot Tea		1.00	1.25	<u>BLENDED</u>		
Chai spiced Indian tea, steamed milk		2.50	3.00	Smoothie 100% fruit juice concentrate, ice, (milk optional)	3.25	3.75
Gourmet Coffee regular or decaffeinated		1.25	1.50	Frozen Mocha espresso, milk, ice	3.25	3.75

* Flavors (may be added to any drink)

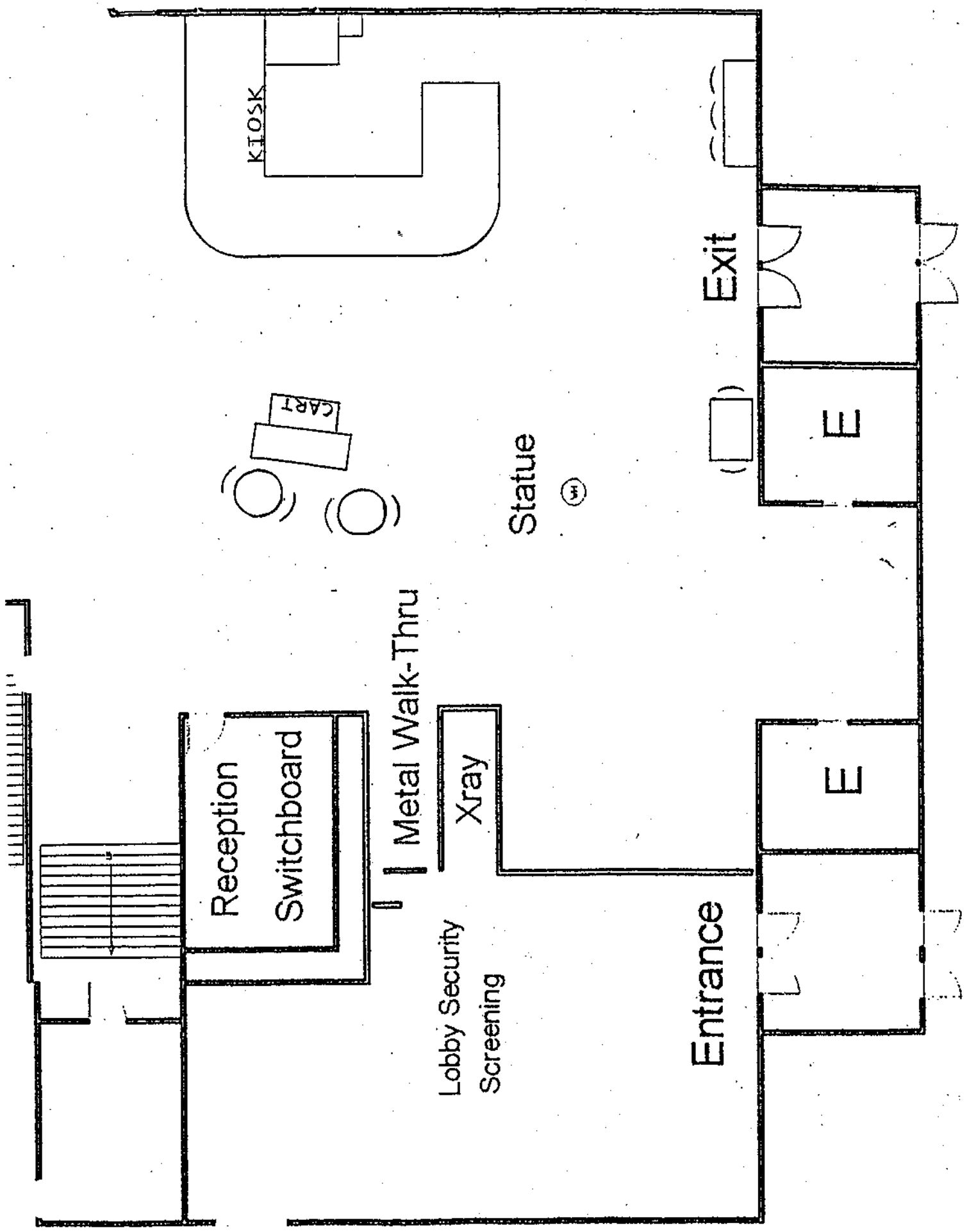
vanilla, caramel, chocolate, Irish cream, hazelnut, butter rum
vanilla (sugar-free)

* Flavors (may be added to any drink)

strawberry, raspberry, blackberry, peach, passion fruit

FOOD

Bagel	1.00
Cream Cheese	0.25
Muffin	1.25
Cinnamon Roll	1.25
Fruit	0.50



Reception

Switchboard

Metal Walk-Thru

Lobby Security Screening

Xray

Statue

H

KIOSK

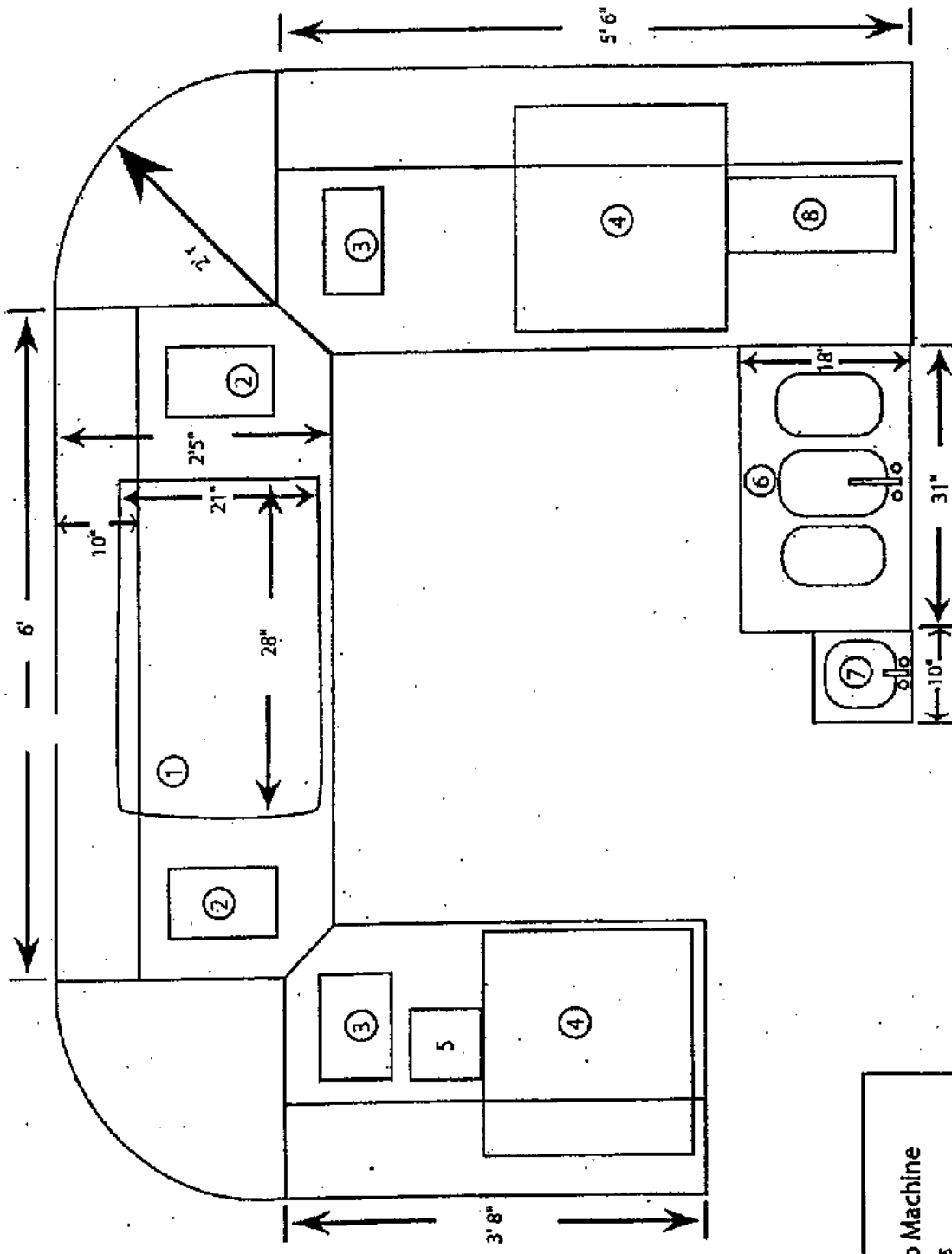
CART

Entrance

Exit

E

E



Scale:
1/4" = 4"

- | | |
|----|--------------------|
| 1. | Espresso Machine |
| 2. | Grinders |
| 3. | Knockbox |
| 4. | Refridgerator |
| 5. | Blender |
| 6. | 3 Compartment Sink |
| 7. | Hand Sink |
| 8. | Drip Brewer |

Members Bostic/Selzer moved the County Board approve a Request for Approval of Coffee Kiosk Proposal for Law and Justice Center – Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: we have other items and information in the packet on pages 239-249.

REPORT OF COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have just two brief items for information. As many of you know, 2003 was a quadrennial reassessment year and I am pleased to report that the Supervisor of Assessments and the Board of Review completed action by April 15, 2004 which I think is a record date for a quadrennial reassessment year. Last year, the work in the Supervisor of Assessment's office was completed on April 8, 2004. That is quite remarkable and very good news for the taxing districts, particularly all the school districts who are looking for that first distribution and for the tax bills to be sent out on time. We certainly acknowledge and commend the work of the staff in the Supervisor of Assessment's office and commend the hard work of the township assessors who have turned their books in on time to make this happen. Secondly, we completed the first three months of the fiscal year and the Finance Committee received a report from the Treasurer's office that indicates reimbursements that we receive from the State of Illinois. For sales tax revenue, we are at 27.25% of budget so we are slightly ahead of the budgeted figure and the actual dollar amount is 4.5% higher than we were last year at the end of March. For income tax, year to date, we are at 27.29% of budget which again indicates that the revenues are tracking on the budget projection although the actual dollars received through the end of March are 5.9% less than last year at this time. Lastly, personal property replacement tax, again we are tracking slightly below budget at 21% of budget but the dollar amount is actually higher than we were a year ago. That dollar amount is inflated because of two amnesty programs that the State implemented which meant that taxing districts, who receive personal property tax dollars, received an additional payment in December of last year and an additional payment in January of this year. So at this point, as far State receipts are concerned, things are holding where we would like to see them through the first three months. Member Bostic stated the following: being a township assessor and being out there in the trenches, I just want to tell you that it is a pleasure to go into our Supervisor of Assessment's office for questions. I never hesitate to direct any of my people from the township to call in with questions. Also, going through the appeal process is non-confrontational. Not everyone agrees with the outcome but they are treated fairly and they know it and they come away with a good deal of satisfaction. It is a pleasure to work with the people in the Supervisor of Assessment's office.

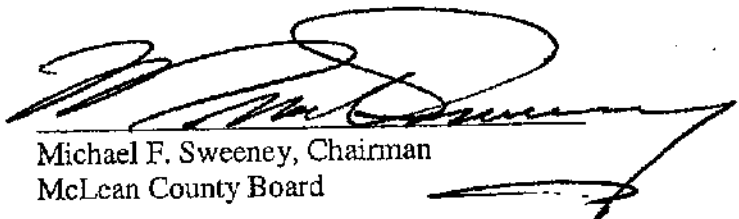
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

April 20, 2004

2004 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$418,312.18	\$418,312.18
Finance		\$619,759.92	\$619,759.92
Human Services		\$363,563.23	\$363,563.23
Justice	\$1,183.15	\$1,393,757.83	\$1,394,940.98
Land Use		\$16,497.55	\$16,497.55
Property		\$303,275.76	\$303,275.76
Transportation		\$794,314.86	\$794,314.86
Health Board		\$375,350.56	\$375,350.56
Disability Board		\$46,310.17	\$46,310.17
T. B. Board		\$19,284.51	\$19,284.51
Total	\$1,183.15	\$4,350,426.57	\$4,351,609.72




Michael F. Sweeney, Chairman
McLean County Board

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

Members Renner/Owens moved for adjournment until Tuesday, May 18, 2004 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:50 a.m.


Michael Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 20th day of April, 2004, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 29th day of April, 2004.


Peggy Ann Milton
McLean County Clerk