

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

December 20, 2005

*Subject to approval at  
January 17, 2006  
County Board Meeting*



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**December 20, 2005**

The McLean County Board met on Tuesday, December 20, 2005 at 9:15 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

**The following Members answered to roll call:**

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

**The following Members were absent:**

Terry Baggett and Stan Hoselton

**Consent Agenda:**

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

The Consent Agenda read as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, November 15, 2005
- B. County Highway Department – Jack Mitchell, County Engineer
  - 1) Request Approval of the following Audit Reports to be Filed with the County Board
    - a) #52 – Motor Fuel Tax – County Road Districts  
01/01/04-12/31/04
    - b) #71 – Motor Fuel Tax – County 01/01/04-12/31/04
    - c) #52 – Township Bridge Program 01/01/04-12/31/04
  - 2) Request Approval of the 2006 County MFT Maintenance Resolution, Sec. 06-00000-00-GM
  - 3) Request Approval of an Engineering Agreement – Lexington & Towanda Interchanges, C.H. 8 and C.H. 29
  - 4) Request Approval of the following Engineering Agreements for County Bridges
    - a) Sec 05-00047-10-BR – Peacock Bridge (CH 44)
    - b) Sec 05-00130-11-BR – Spady Bridge – Weston Rd. (CH 13)
    - c) Sec 05-00130-12-BR - Henning Bridge - Weston Rd. (CH 13)
    - d) Sec 05-00130-13-BR – Seegmiller Bridge – Weston Rd. (CH 13)
  - 5) Request Approval of 2006 County Engineer MFT Appropriating Resolution
- C. Building and Zoning – Phil Dick, Director
  - 1) Zoning Cases:
    - a) Request Approval of Application in Case SU-05-21, parcel (08) 03-15-200-002 for a special use to allow a General Animal Care facility that will provide animal care and veterinary services, in the Agriculture District, on a 6.93 acre property which is located in Chenoa Township at 27231 E. 3000 North Road, Chenoa, IL
    - b) Request Approval of application in case SU-05-22, parcel (28) 06-22-100-017 for a special use to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses on a 5.6 acre property which is located in White Oak Township immediately west of 950 East Road and approximately 700 feet north of County Highway 12 and otherwise designated as tract #1 in English Farm Manor
    - c) Request Approval of application in case ZA-05-05, parcel (25)-28-16-200-017, 28-16-251-009 and 28-16-200-020 for a map amendment to change the zoning classification from A-Agriculture District to R-1 Single Family Residence District on a 27 acre property which is located in Randolph Township immediately west of Old U.S. Route 51 and approximately 1/2 mile north of 525 North Road

- 2) Subdivision Cases:  
None

D. Transfer Ordinances

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

- 1) Justice Committee

- a) Request Approval to Apply for a County-owned Credit Card to be used by the Court Services Department – Court Services
- b) Request Approval of Contract with OSF Healthcare Systems for Physician Services with McLean County Juvenile Detention Center – Court Services
- c) Request approval of a Contract for Counseling Services with Cathy Vogel for the McLean County Juvenile Detention Facility – Court Services
- d) Request Approval for Renewal of a Contract with OSF Healthcare Systems and Kenneth Inoue, M.D. for the Provision of Medical Services for the McLean County Adult Detention Facility – Correctional Health Services
- e) Request Approval for Renewal of a Contract with the McLean County Center for Human Services for the Provision of Mental Health Services for the McLean County Adult Detention Facility – Correctional Health Services
- f) Request Approval of Contract Renewal for Special Public Defender with Alan J. Novick, Attorney at Law—Public Defender’s Office
- g) Request Approval of Contract Renewal for Special Public Defender with Mr. Dodds, Attorney at Law—Public Defender’s Office
- h) Request Approval of Contract Renewal for Special Public Defender with Keith Davis, Attorney at Law—Public Defender’s Office

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

- 1) REAPPOINTMENTS:

**McLean County Economic Development Council**  
Ms. P. A. “Sue” Berglund  
1019 E. Olive Street  
Bloomington, IL 61701  
(Two-year term expiring December 31, 2007)

**McLean County Housing Authority**

Mr. Joseph Harrison  
20926 E. 1300 North Rd.  
Bloomington, IL 61704  
(Five-year term expiring December 26, 2010)

**McLean County Regional Planning Commission**

Mr. Mark Klinger  
37 Chiswick Circle  
Bloomington, IL 61704  
(Three-year term expiring December 26, 2008)

**Sheriff's Office Merit Commission**

Mr. Martin Krutke  
503 North East Street  
Hudson, IL 61748  
(Six-year term expiring December 31, 2011)

**Sheriff's Office Merit Commission**

Mr. John Elliot  
1409 N. Hershey Rd. #3  
Bloomington, IL 61704  
(Six-year term expiring December 31, 2011)

2) APPOINTMENTS:

**McLean County Regional Planning Commission**

Mr. Joe Bill Underwood  
106 Melissa Drive  
Lexington, IL 61753  
(To complete three-year term expiring December 31, 2006 –  
replacing Ms. Jane Engblom who is deceased)

**McLean County Regional Planning Commission**

Ms. Erin Elder  
415 Robert Drive  
Normal, IL 61761  
(Three-year term expiring December 31, 2008 – replacing  
Sharon McGinnis)  
(To be considered at Executive Committee Stand-up Meeting)

3) RESIGNATIONS

**McLean County Regional Planning Commission**

Mr. William Bartley  
204 N. Cornell Drive  
Normal, IL 61761  
(No longer eligible)

**McLean County Regional Planning Commission**  
Ms. Sharon McGinnis  
1012 Porter Lane  
Normal, IL 61761  
(No longer eligible)

- G. Approval of Resolutions of Congratulations and Commendation
  - 1) Request Approval of a Resolution of Congratulations for the Epiphany Grade School Girls' 7<sup>th</sup> Grade Basketball Team during the 2005 Basketball Season



# Illinois Department of Transportation

Division of Highways / District 3  
700 East Norris Drive / Ottawa, Illinois / 61350-0697  
Telephone 815/434-6131

RECEIVED  
OCT 07 2005

MCLEAN CO. HIGHWAY DEPT.

October 4, 2005

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

Dear Mr. Mitchell:

Enclosed is a copy of Audit Report No. 52 covering the receipt and disbursement of Motor Fuel Tax funds by your county's road districts for the period beginning January 1, 2004 and ending December 31, 2004.

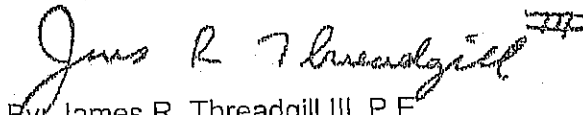
PLEASE REFER TO BLR 7402 OF THE AUDIT FOR THE AUDITOR'S COMMENTS.

This report should be presented to the County Board at its first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

If you have any questions or require additional information, please contact Deb Baxter at 815-434-8421.

Sincerely,

Gregory L. Mounts, P.E.  
Deputy Director of Highways  
Region Two Engineer

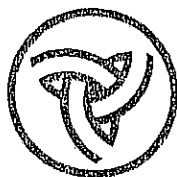
  
By James R. Threadgill III, P.E.  
District Local Roads & Streets Engineer

cc: Debra Baxter, MFT Auditor



# Audit

Agency <i>Madison County Road Districts</i>	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year <i>2004</i>
	Audit Number <i>52</i>
	Date <i>8-25-05</i>



Illinois Department  
of Transportation  
Bureau of Local Roads and Streets

ILLINOIS DEPARTMENT OF  
TRANSPORTATION

AUDITOR'S CERTIFICATE

AUDIT REPORT NO. 52

|| MCLEAN COUNTY ROAD DISTRICTS

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Funds of MCLEAN County Road Districts for the period beginning Jan. 1, 2004 and ending Dec. 31, 2004, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by canceled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and canceled warrants, that we have examined and checked the records for the County Clerk and County Treasurer, have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.

*D. Bayler*

Auditor

REVIEWED AND APPROVED BY

*[Signature]*  
District Local Roads and Streets Engineer

Date: 9-22-05

BLR 7401

ILLINOIS DEPARTMENT OF  
TRANSPORTATION

AUDITOR'S COMMENTS

Audit Report No. 52

MCLEAN COUNTY ROAD DISTRICTS

Audit Period: Jan. 1, 2004 to Dec. 31, 2004

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2004

The other receipts to the Motor Fuel Tax Fund were \$103,100.79 received as follows:

Interest	2004	\$	20,120.03
Reimbursement		\$	100.50
Reimbursement		\$	371.05
Needy Twp FY05		\$	82,146.00
Voided Checks		\$	363.21

Total received: \$ 103,100.79

Maintenance Expenditure Statements were on file for the 2004 Maintenance Programs

Final reports were on file for the following sections:

00-10131-00-WR 88-27140-00-BR  
00-31136-00-AS 88-27141-00-BR

Adequate records are available to support Fund activity.

This Audit was done on a selective sampling basis.

BLR 7402 (Rev. 1-90)

SIGNED



ILLINOIS DEPARTMENT OF  
TRANSPORTATION

Fund Balance and Bank Reconciliation

AUDIT REPORT NO. 52

MCLEAN COUNTY ROAD DISTRICTS

Date: August 25, 2005

Audit Period Jan., 1, 2004 - Dec. 31, 2004

Fund Balance	Total		Outstanding Warrants
	Unobligated	Obligated	
Balance Previous Audit	(673,704.50)	2,660,474.75	9,542.00
Allotments & Cert.	2,128,557.40	0.00	385.88
Total MFT Funds	1,454,852.90	2,660,474.75	5,632.00
Approved Authorizations	(2,257,109.91)	2,257,109.91	460.50
Other Receipts		103,100.79	8,007.00
Total	(802,257.01)	5,020,685.45	89.40
Disbursements		2,044,279.33	537.86
Surplus (Credits)	755,806.94	(755,806.94)	10,500.00
Unexpended Balance	(46,450.07)	2,220,599.18	22,791.00
<b>Bank Reconciliation</b>			867.90
Balance in Fund per Bank Certificate Dec. 31, 2004			6,650.00
Deduct Outstanding Warrants			9,436.26
Add Outstanding investments			118.20
Additions (Dec interest deposited in Jan)			75,018.00
Subtraction's			
Net Balance in Account Dec. 31, 2004			
		2,174,149.11	
		200,299.10	
		75,018.00	
		2,047,000.00	
		1,868.01	
		2,174,149.11	

BLR 7403 (Rev. 1/90)  
IL 494-0654

Certified Correct  
Auditor

*D. Bayten*



# Illinois Department of Transportation

Division of Highways / District 3  
700 East Norris Drive / Ottawa, Illinois / 61350-0697  
Telephone 815/434-6131

October 4, 2005

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

RECEIVED

OCT 07 2005

MCLEAN CO. HIGHWAY DEPT.

Dear Mr. Mitchell:

Enclosed is a copy of Audit Report No. 71 covering the receipt and disbursement of Motor Fuel Tax funds by your county for the period beginning January 1, 2004 and ending December 31, 2004.

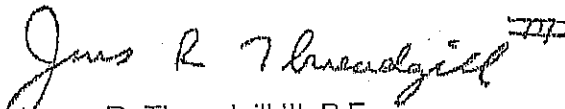
PLEASE REFER TO BLR 7402 OF THE AUDIT FOR THE AUDITOR'S COMMENTS.

This report should be presented to the County Board at its first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

If you have any questions or require additional information, please contact Deb Baxter at 815-434-8421.

Sincerely,

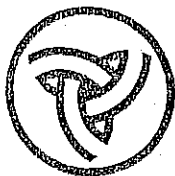
Gregory L. Mounts, P.E.  
Deputy Director of Highways  
Region Two Engineer

  
By: James R. Threadgill III, P.E.  
District Local Roads & Streets Engineer

cc: Debra Baxter, MFT Auditor

# Audit

Agency <i>McKean County</i>	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year <i>2004</i>
	Audit Number <i>71</i>
	Date <i>8-25-05</i>



Illinois Department  
of Transportation  
Bureau of Local Roads and Streets

ILLINOIS DEPARTMENT OF  
TRANSPORTATION


AUDITOR'S CERTIFICATE

AUDIT REPORT NO. 71

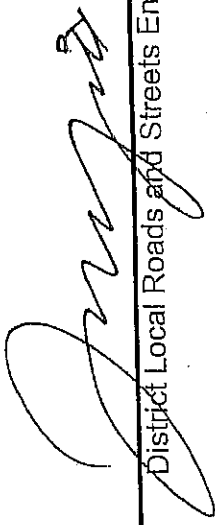
MCLEAN COUNTY

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Funds of MCLEAN County for the period beginning Jan. 1, 2004 and ending Dec. 31, 2004, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by canceled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and canceled warrants, that we have examined and checked the records to the County Clerk and County Treasurer, have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.

  
\_\_\_\_\_  
Auditor

REVIEWED AND APPROVED BY

  
\_\_\_\_\_  
District Local Roads and Streets Engineer

Date: 9-24-05

BLR 7401

ILLINOIS DEPARTMENT OF  
TRANSPORTATION

MCLEAN COUNTY

AUDITOR'S COMMENTS

Audit Report No. 71

Audit Period: Jan. 1, 2004 to Dec. 31, 2004

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2004

The other receipts to the Motor Fuel Tax Fund were

\$2,184,938.50 received as follows:

2004	\$	4,132.32
	\$	389,011.00
	\$	77,503.62
	\$	171,000.00
	\$	14,905.41
	\$	12,844.70
	\$	55,453.87
	\$	5,689.43
	\$	2,300.00
	\$	21,210.00
	\$	643,024.61
	\$	787,500.00
	\$	330.00
	\$	33.54
	\$	<u>2,184,938.50</u>

- Interest
- Co Consolidated
- Co Match for 92-00159-00-FP
- Airport Authority for 96-00168-00-FP
- Co Match for 97-00148-01-FP
- IDOT credit for overpayment 97-00165-00-FP
- IDOT reimbursement for 99-00007-00-FL
- Co Bridge for 99-00044-06-WR
- Voided Claim for 99-00057-09-DR
- Evergreen FS for 99-00057-09-DR
- Bloom/Normal Water Reclamation for 00-00181-00-FP
- Town of Normal for 01-00073-06-RP
- Voided Claim for 00-00000-00-CS
- Reimbursement error
- Total received:

Final reports were on file for the following sections:

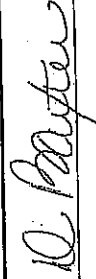
- 92-00159-00-FP 03-00135-05-RS
- 96-00168-00-FP 03-00071-02-WR
- 90-00156-00-AS 04-00000-00-CS
- 01-00047-08-RS

- 04-00000-00-GM 00-00145-01-WR 00-00181-00-FP
- 99-00044-06-WR 98-00113-03-FP 04-00130-09-RS
- 97-00165-00-FP 02-00038-04-WR 03-00149-02-RS

Adequate records are available to support Fund activity.

This Audit was done on a selective sampling basis.

SIGNED





AUDIT REPORT NO. 71

Date: August 25, 2005

ILLINOIS DEPARTMENT OF  
TRANSPORTATION

MCLEAN COUNTY

Audit Period Jan., 1, 2004 - Dec. 31, 2004

Fund Balance	Total		Outstanding Warrants
	Unobligated	Obligated	
Balance Previous Audit	2,006,120.96	(1,413,383.16)	592,737.80
Allotments & Cert.	2,691,968.82	0.00	2,691,968.82
Total MFT Funds	4,698,089.78	(1,413,383.16)	3,284,706.62
Approved Authorizations	(5,751,923.33)	5,751,923.33	0.00
Other Receipts		2,184,938.50	2,184,938.50
Total	(1,053,833.55)	6,523,478.67	5,469,645.12
Disbursements		5,243,236.21	5,243,236.21
Surplus (Credits)	1,976,895.17	(1,976,895.17)	0.00
Unexpended Balance	923,061.62	(696,652.71)	226,408.91
<b>Bank Reconciliation</b>			
Balance in Fund per Bank Certificate Dec. 31, 2004			
Deduct Outstanding Warrants			273,495.79
Add Outstanding investments			208,017.20
Additions *Due Co. MFT from Combined IL Funds Acct - Int.			160,117.04
Subtraction's			813.28
Net Balance in Account Dec. 31, 2004			226,408.91

*R. Pappas*  
Auditor

Certified Correct

BLR 7403 (Rev. 1/90)  
IL 494-0654

SUMMARY OF MOTOR FUEL TAX FUND TRANSACTIONS  
BY SECTIONS AND CATEGORIES

ILLINOIS DEPARTMENT OF TRANSPORTATION

Audit Report No. 71

Audit Period: January 1, 2004 - December 31, 2004

MCLEAN COUNTY

Page # 1

SECTION	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
CONSTRUCTION										
87-00122-02-BR					0.00			0.00		0.00
ENG	(9,572.11)	9,572.11			0.00			0.00		0.00
90-00156-00-AS	(157,464.24)	157,464.24			0.00			0.00	9,572.11	9,572.11
ENG	(9,752.22)	7,265.26			(2,486.96)			(2,486.96)	157,464.24	157,464.24
ROW	(20,250.50)	20,250.50			86,303.86			0.00	9,752.22	9,752.22
92-00159-00-FP	86,303.86	86,303.86		44,500.32	0.00		86,303.86	0.00	20,250.50	20,250.50
ENG	(130,894.18)	130,894.18		32,913.30	0.00		0.00	0.00	1,473,969.14	1,473,969.14
ROW	(32,913.30)	24,171.97		165,400.00	(315,000.00)		(315,000.00)	0.00	130,894.18	130,894.18
95-00168-00-FP	(504,571.97)	24,171.97		5,600.00	80.00		0.00	80.00	32,913.30	32,913.30
ENG	(254,332.57)	254,332.57			0.00			0.00	1,137,716.29	1,137,716.29
ROW	(5,520.00)	0.00			0.00			0.00	256,353.95	256,353.95
97-00135-04-WR	164,685.80	113,575.22		5,600.00	164,685.80		164,685.80	0.00	95,700.00	95,700.00
ENG	(113,355.54)	113,575.22			220.68		220.68	0.00	714,088.83	714,088.83
ROW	(27,266.44)	27,266.44			0.00		0.00	0.00	113,355.54	113,355.54
97-00148-01-FP	(40,971.30)	25,065.89		14,905.41	0.00		0.00	0.00	27,266.44	27,266.44
ENG	(11,920.76)	11,920.76			0.00		0.00	0.00	202,984.65	202,984.65
97-00165-00-FP	(167,439.61)			12,844.70	(154,594.91)		(154,594.91)	0.00	11,920.76	11,920.76
ENG	(689,110.58)				(689,110.58)		(689,110.58)	0.00	739,439.61	739,439.61
ROW	(425,950.00)				(425,950.00)		(425,950.00)	0.00	689,110.58	689,110.58
98-00039-03-WR	(16,044.05)	16,044.05			0.00		0.00	0.00	425,950.00	425,950.00
ENG	(66,989.72)	66,989.72			0.00		0.00	0.00	15,044.05	15,044.05
98-00113-03-FP	(648,928.04)	648,928.04			0.00	112,844.70	(112,844.70)	0.00	182,130.32	294,975.02
ENG	(360,742.00)	360,742.00			0.00		0.00	0.00	648,928.04	648,928.04
ROW	(148,484.50)	148,484.50			0.00		148,484.50	0.00	360,742.00	360,742.00
98-00159-01-WR	(15,238.50)	15,238.50			0.00		0.00	0.00	437,172.50	437,172.50
ENG	(7,469.11)	7,469.11			0.00		0.00	0.00	15,238.50	15,238.50
98-00171-00-RS					0.00		0.00	0.00	541,757.21	541,757.21
ENG					0.00		0.00	0.00	7,469.11	7,469.11
XXXXXXXXXXXXXXXXXXXX	(3,317,222.58)	1,853,621.24			(1,463,601.34)	112,844.70	399,694.84	(1,659,887.15)	8,456,184.07	8,571,028.77

reimburse in 2005

airport paying over several years  
owed to co hwy

AUTH \$ 167439.61/ CREDIT  
\$12844.70 IN 05  
AUTH \$689110.58 IN 05  
AUTH \$ 425950.00 IN 05

Auth 2005

SUMMARY OF MOTOR FUEL TAX FUND TRANSACTIONS  
BY SECTIONS AND CATEGORIES

ILLINOIS DEPARTMENT OF TRANSPORTATION

Audit Report No. 71

Audit Period: January 1, 2004 - December 31, 2004

MCLEAN COUNTY

Page # 2

SECTION	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
from Page # 1	(3,317,222.56)	1,853,621.24	0.00	276,253.73	(1,187,347.61)	112,844.70	399,694.84	(1,699,887.15)	8,458,184.07	8,571,028.77
98-00174-00-RS	137,453.18				137,453.18				99,237.73	99,237.73
ENG	(4,193.54)	4,193.54			0.00				4,193.54	4,193.54
99-00007-00-FL	(820.85)			820.85	0.00				425,868.65	425,868.65
ENG	(54,633.02)			54,633.02	0.00				98,931.75	98,931.75
99-00044-05-WR	(351,142.15)			5,669.43	(355,452.72)			(355,452.72)	1,127,239.65	1,127,239.65
ENG	(91,539.63)				(91,539.63)			(91,539.63)	105,599.09	105,599.09
ROW	(50,413.69)				(50,413.69)			(50,413.69)	61,002.21	61,002.21
99-00046-11-RS					0.00	1,246.88		(2,628.03)	2,628.03	2,628.03
ENG	(259.98)	4,284.08			4,024.10	17,596.19		(13,572.09)	259.98	17,856.17
99-00057-08-WR		610,444.35			610,444.35	182,665.97		(46,630.04)	28,103.25	46,630.04
ENG	(56,400.75)		28,297.50		(28,103.25)	18,526.79		(34,040.00)		34,040.00
ROW					0.00	34,040.00		0.00		0.00
99-00057-09-DR					0.00			(27,865.81)	70,221.38	75,095.49
ENG	(41,833.86)	47,198.66	(28,297.50)		(22,932.70)	4,874.11		(1,800.00)	42,650.00	113,660.00
ROW	(42,650.00)	109,650.00		2,300.00	68,210.00	71,010.00		0.00	467,528.32	467,528.32
99-00140-02-WR	282,471.68			21,210.00	303,681.68				72,515.14	72,515.14
ENG	(72,515.14)				0.00				23,423.30	23,423.30
ROW	(23,423.30)				0.00					0.00
00-00130-08-RS					0.00				11,941.20	11,941.20
ENG	(11,941.20)	11,941.20			0.00				8,044.28	243,975.36
00-00145-01-WR	741,855.72				741,855.72	235,931.08		506,024.64	83,634.72	89,145.00
ENG	(83,634.72)				(83,634.72)	5,510.28		(99,145.00)	21,850.00	21,850.00
ROW	(20,150.00)				(21,850.00)				866,109.19	866,109.19
00-00180-00-RS	(17,109.19)				0.00				19,585.01	19,585.01
ENG	(64.16)				0.00				17,456.10	1,075,536.51
00-00181-00-FP	(331,919.10)			643,024.61	311,105.51	293,639.41		(20,490.98)	11,221.45	20,490.98
ENG	(11,221.45)				(11,221.45)	9,268.53		(41,500.00)	41,420.00	41,420.00
ROW	(43,200.00)		1,700.00		(41,500.00)			0.00		0.00
XXXXXXXXXXXXXXXXXXXX	(3,484,407.75)	2,754,354.69	0.00	1,003,931.64	273,878.77	989,762.97	840,829.70	(1,556,733.90)	12,930,693.01	13,920,465.98

credit 2005  
auth 2005  
auth 2005

REIMB \$335,735.37 IN 2005

SUMMARY OF MOTOR FUEL TAX FUND TRANSACTIONS  
BY SECTIONS AND CATEGORIES

ILLINOIS DEPARTMENT OF TRANSPORTATION

Audit Report No. 71

Audit Period: January 1, 2004 - December 31, 2004

MCCLEAN COUNTY

Page # 3

SECTION	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
from Page # 2	(3,484,407.75)	2,754,354.88	0.00	1,003,931.54	273,876.77	989,782.97	840,829.70	(1,556,733.90)	14,764,456.76	15,754,249.73
01-00047-08-RS	(5,743.00)				(5,743.00)	10,528.68		(16,271.68)	5,743.30	16,271.98
ENG	(14,122.47)				(14,122.47)			(14,122.47)	14,122.17	14,122.17
01-00073-06-RP	(196,875.00)	1,312,500.00		787,500.00	1,903,125.00	1,575,000.00	393,750.00	(65,625.00)	393,750.00	1,968,750.00
ENG					0.00			0.00		0.00
02-00160-01-BR					0.00			(51.07)		51.07
ENG					0.00	51.07		(1,192.13)	213,482.13	213,482.13
02-00008-04-WR	(1,192.13)				(1,192.13)			(15,439.54)	15,439.54	15,439.54
ENG	(15,439.54)				(15,439.54)			30,786.54	365,693.73	365,693.73
03-00134-04-RS	(134,559.41)	165,347.95			30,786.54		30,786.54	0.00	5,845.15	5,845.15
ENG	(5,845.15)	5,845.15			0.00			489,943.52	16,924.02	16,924.02
03-00071-02-WR		506,867.54			506,867.54	16,924.02		(7,455.30)	1,324.99	10,423.07
ENG	(1,324.39)	2,966.57			1,644.18	9,099.48				0.00
03-00135-05-RS		217.99			0.00	445.08		(445.08)	217.99	663.07
ENG	(217.99)				0.00			0.00		0.00
03-00148-02-AS	(12,022.56)				(12,022.56)	147,906.52		(159,929.08)	12,022.56	159,929.08
ENG		290,564.20			290,564.20	274,508.70		16,075.50		274,508.70
03-00149-02-RS		290,564.20			0.00	4,438.45		(4,438.45)		4,438.45
ENG					0.00			0.00		0.00
03-00182-00-RS					0.00	628.19		(628.19)		628.19
ENG					0.00			0.00		0.00
04-00122-03-RS					0.00	4,779.89		(4,779.89)		4,779.89
ENG					0.00	426,861.22		286,487.30		426,861.22
04-00130-09-RS		713,368.52			713,368.52	9,673.78		(9,673.78)		9,673.78
ENG					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
XXXXXXXXXXXXXXXXXXXXX	(3,871,549.39)	5,751,854.80	0.00	1,791,431.64	3,671,737.05	3,470,648.05	1,265,368.24	(1,064,279.24)	15,781,907.72	19,262,555.77

AUTH 2005  
AUTH 2005  
CREDIT \$4,699,43.52 IN 05  
AUTH \$7,455.30 IN 05

SUMMARY OF MOTOR FUEL TAX FUND TRANSACTIONS  
BY SECTIONS AND CATEGORIES

ILLINOIS DEPARTMENT OF TRANSPORTATION

Audit Period: January 1, 2004 - December 31, 2004

Audit Report No. 71

MCLEAN COUNTY

Page # 4

SECTION	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
from Page # 3	(3,871,549.39)	5,751,954.80	0.00	1,791,431.64	3,671,737.05	3,470,648.05	1,265,358.24	(1,064,279.24)	15,791,507.72	19,262,555.77
MAINTENANCE										
03-00000-00-GM	488,040.11				488,040.11	237,089.36	250,950.75	0.00	1,101,959.89	1,339,049.25
ENG	20,269.19				20,269.19		20,269.19	0.00	89,730.81	89,730.81
04-00000-00-GM	1,685,000.00				1,685,000.00	1,318,860.57		366,139.43		1,318,860.57
ENG	113,000.00				113,000.00	121,215.56		(6,215.56)		121,215.56
05-00000-00-GM					0.00			0.00		0.00
ENG					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
SUPT SALARY				330.00	0.00					
00-00000-00-CS	(330.00)				0.00					
03-00000-00-CS	4,048.86	68.53			4,117.39		4,117.39	0.00	83,169.50	83,169.50
04-00000-00-CS	97,613.12				97,613.12	94,133.26		3,479.86	90,265.59	90,265.59
05-00000-00-CS					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
INTEREST										
02-00000-00-AC	36,938.24				36,938.24		36,938.24	0.00		
03-00000-00-AC	9,232.12				9,232.12		9,232.12	0.00		
04-00000-00-AC				4,132.32	4,132.32		1,008.24	3,124.08		
					0.00			0.00		
Dep error	2,354.59			33.54	2,388.13			2,388.13		
erroneous					0.00			(1,289.41)		
OTHER					0.00			0.00		
05-00000-01-AC OTHER				389,011.00	389,011.00		389,011.00	0.00		
XXXXXXXXXXXXXXXXXXXXX	(1,413,383.16)	5,751,923.33	0.00	2,184,938.60	6,523,478.67	5,243,236.21	1,976,895.17	(696,652.71)	17,157,933.51	22,400,269.72

pd 500.23 in 2005/credit 05,  
additional .50 needs to be  
credited  
auth 2005

CREDIT 05

transfer/reimb 2005  
reim in 2005



# Illinois Department of Transportation

Division of Highways / District 3  
700 East Norris Drive / Ottawa, Illinois / 61350-0697  
Telephone 815/434-6131

RECEIVED

NOV 01 2005

MCLEAN CO. HIGHWAY DEPT.

October 21, 2005

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

Dear Mr. Mitchell:

Enclosed is a copy of Audit Report Supplemental No. 52 covering the receipt and disbursement of Township Bridge Program funds by your county's road districts for the period beginning January 1, 2004 and ending December 31, 2004.

**PLEASE REFER TO BLR 7402 OF THE AUDIT FOR THE AUDITOR'S COMMENTS.**

This report should be presented to the County Board at its first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

Sincerely,

Gregory L. Mounts, P.E.  
Deputy Director of Highways  
Region Two Engineer

A handwritten signature in cursive script that reads "James R. Threadgill III".

By: James R. Threadgill III, P.E.  
District Local Roads & Streets Engineer

cc: Debra Baxter, MFT Auditor

# Audit

Agency <i>McLean County Road Districts Township Bridge</i>	
Audit for: <input type="checkbox"/> Motor Fuel Tax <input checked="" type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year <i>2004</i>
	Audit Number <i>Supplemental 52</i>
	Date <i>8-25-05</i>



Illinois Department  
of Transportation  
Bureau of Local Roads and Streets


ILLINOIS DEPARTMENT OF  
TRANSPORTATION

AUDITOR'S CERTIFICATE  
Supplemental  
AUDIT REPORT NO. 52

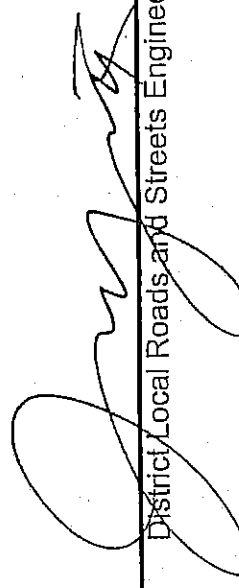
|| MCLEAN COUNTY ROAD DISTRICTS TOWNSHIP BRIDGE

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Township Bridge Funds of MCLEAN County Road Districts for the period beginning Jan. 1, 2004 and ending Dec. 31, 2004, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by canceled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and canceled warrants, that we have examined and checked the records to the County Clerk and County Treasurer, have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.

  
\_\_\_\_\_  
Auditor

REVIEWED AND APPROVED BY

  
\_\_\_\_\_  
District Local Roads and Streets Engineer

Date:

BLR 7401



ILLINOIS DEPARTMENT OF  
TRANSPORTATION

AUDITOR'S COMMENTS  
Supplemental  
Audit Report No. 52

MCLEAN COUNTY ROAD DISTRICTS TOWNSHIP BRIDGE

Audit Period: Jan. 1, 2004 to Dec. 31, 2004

Purpose of Audit: To determine the status of Township Bridge Funds as of Dec. 31, 2004

The other receipts to the Township Bridge Fund were \$4,252.50 received as follows:

Interest	2004	\$4,210.16
Bank error		\$0.82
Reimbursement		41.52

Total received: \$4,252.50

Final reports were on file for the following sections:

96-18127-00-BR

Adequate records are available to support Fund activity.

This Audit was done on a selective sampling basis.

BLR 7402 (Rev. 1-90)

SIGNED W. Porter

Fund Balance and Bank Reconciliation  
 Supplemental  
 AUDIT REPORT NO. 52

MCLEAN COUNTY ROAD DISTRICTS TOWNSHIP BRIDGE

Date: August 25, 2005

Audit Period Jan., 1, 2004 - Dec. 31, 2004

Fund Balance	Audit Period Jan., 1, 2004 - Dec. 31, 2004		Total	Outstanding Warrants
	Unobligated	Obligated		
Balance Previous Audit	77,227.67	706,552.13	783,779.80	
Allocations	628,739.49	0.00	628,739.49	
Total MFT Funds	705,967.16	706,552.13	1,412,519.29	
Approved Authorizations	(628,174.88)	628,174.88	0.00	
Other Receipts		4,252.50	4,252.50	
Total	77,792.28	1,338,979.51	1,416,771.79	
Disbursements		26,597.77	26,597.77	
Surplus (Credits)	49,440.14	(49,440.14)	0.00	
Unexpended Balance	127,232.42	1,262,941.60	1,390,174.02	
<b>Bank Reconciliation</b>				
Balance in Fund per Bank Certificate Dec. 31, 2004				
Deduct Outstanding Warrants			156,519.99	
Add Outstanding investments			1,233,654.00	
Additions - check deposited for different amount than written for			0.03	
Subtraction's				
Net Balance in Account Dec. 31, 2004			1,390,174.02	

*[Signature]*  
 Auditor

Certified Correct

BLR 7403 (Rev. 1/90)  
 IL 494-0654

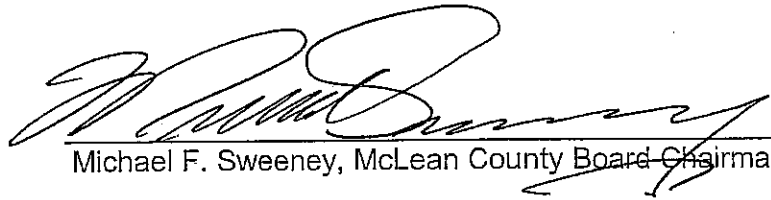


RESOLVED, by the County board of McLean County, that \$1,750,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code during the year ending December 31, 2006, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

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

  
Michael F. Sweeney, McLean County Board Chairman (date)

Authorized MFT Expenditure

STATE OF ILLINOIS

McLean County, } ss.

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

Date

McLean County, at its monthly

meeting held at Bloomington, IL

on December 20, 2005

Date

Department of Transportation

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 21 day of Dec. A.D. 2005

Regional Engineer

(SEAL)  County Clerk.



County McLean  
Road District \_\_\_\_\_  
Section 06 - 00000 - 00 - GM

	Estimated Costs
Day Labor/Labor & Equipment	\$740,000.00
Day Labor Materials*	\$868,567.50
Contract	
<b>Total Estimated Maintenance Cost</b>	<b>\$1,608,567.50</b>
Maintenance Engineering	\$95,000.00

**- PAGE 1 of 4 -**

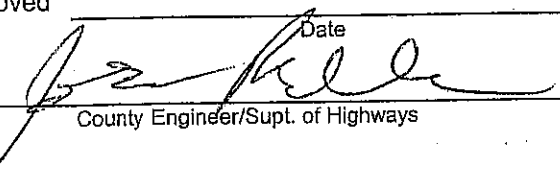
Maintenance & Engineering Total Cost \$1,703,567.50

\*List Materials for Day Labor Maintenance Operations

Maintenance Operation	Material				
	Type of Materials/ Point of Delivery	Unit	Quantity	Unit Price	Cost
<b>Group 2</b>					
Seal	Bituminous Materials CRS-2 (On Road)	Gallon	50500	\$1.35	\$68,175.00
Seal	Bituminous Materials HFP (On Road)	Gallon	61000	\$1.70	\$103,700.00
Seal	Cover Coat Agg CA-14 (Load & Spread)	SY	116000	\$0.20	\$23,200.00
Seal	Seal Coat Agg CA-15/16 (Furn & Spread)	Ton	540	\$27.00	\$14,580.00
Seal	Seal Coat Agg CA-15/16 (Load & Spread)	SY	53500	\$0.18	\$9,630.00
Seal	Seal Coat Agg Slag (Load & Spread)	SY	116000	\$0.18	\$20,880.00
<b>Group 3</b>					
Chipping	Seal Coat Agg CA-15/16 (On Truck)	Ton	500	\$8.15	\$4,075.00
<b>Group 4</b>					
Shoulder & Surf	CA-6 or CA-10 (On Truck)	Ton	4000	\$7.85	\$31,400.00
<b>Group 4A</b>					
Shoulder & Surf	Bituminous Millings (CA-6 or CA-10)(On Truck)	Ton	500	\$10.30	\$5,150.00
<b>Group 5</b>					
Bank Protection	Rip Rap Gradation 1 (On Truck)	Ton	300	\$7.75	\$2,325.00
<b>Group 5A</b>					
Bank Protection	Crushed Concrete Rip Rap Grad 1 (On Truck)	Ton	400	\$9.25	\$3,700.00
Total Material Cost					\$286,815.00

Submitted \_\_\_\_\_  
Date \_\_\_\_\_

Highway Commissioner

Approved \_\_\_\_\_  
Date \_\_\_\_\_  
  
County Engineer/Supt. of Highways

Approved \_\_\_\_\_  
Date \_\_\_\_\_

Regional Engineer

Submit 4 copies for Road Districts  
Submit 3 copies for County



County McLean  
Road District \_\_\_\_\_  
Section 06 - 00000 - 00 - GM

Estimated Costs

Day Labor/Labor & Equipment \_\_\_\_\_  
Day Labor Materials\* \_\_\_\_\_  
Contract \_\_\_\_\_  
Total Estimated Maintenance Cost \_\_\_\_\_  
Maintenance Engineering \_\_\_\_\_

- PAGE 2 of 4 -

Maintenance & Engineering Total Cost \_\_\_\_\_

\*List Materials for Day Labor Maintenance Operations

Maintenance Operation	Material				
	Type of Materials/ Point of Delivery	Unit	Quantity	Unit Price	Cost
	(Carried Forward)		1	\$286,815.00	\$286,815.00
<b>Group 7</b>					
Cold Patch	M-19, Road Rite or Equal (On Truck)	Ton	175	\$53.50	\$9,362.50
<b>Group 8</b>					
Cold Patch	Sylvex or Equal (On Truck)	Ton	75	\$83.50	\$6,262.50
<b>Group 9</b>					
Hot Mix Patch	Incidental Bituminous Surface (On Truck)	Ton	100	\$42.50	\$4,250.00
<b>Group 10</b>					
Incidental Surf	Incidental Bituminous Surface (On Road)	Ton	600	\$79.50	\$47,700.00
Prime	Bit Materials Prime Coat (MC-30) (On Road)	Gallon	300	\$3.50	\$1,050.00
<b>Group 11</b>					
Signing	Reflective Signs Complete FOB County Garage	Each	500	\$50.00	\$25,000.00
<b>Group 12</b>					
Signing	Penta Posts 4"x4"x12' FOB County Garage	Each	100	\$13.00	\$1,300.00
Signing	Penta Posts 4"x6"x14' FOB County Garage	Each	500	\$22.00	\$11,000.00
Signing	Penta Posts 4"x6"x16' FOB County Garage	Each	10	\$34.00	\$340.00
Signing	Penta Posts 4"x6"x18' FOB County Garage	Each	10	\$44.00	\$440.00
Signing	Steel Posts FOB County Garage	Each	200	\$30.00	\$6,000.00
Signing	Delineators FOB County Garage	Each	500	\$20.00	\$10,000.00
	<b>Total Material Cost</b>				<b>\$409,520.00</b>

Submitted \_\_\_\_\_  
Date

Approved \_\_\_\_\_  
Date

Highway Commissioner

County Engineer/Supt. of Highways

Approved \_\_\_\_\_  
Date

Submit 4 copies for Road Districts  
Submit 3 copies for County

Regional Engineer

County McLean  
 Road District \_\_\_\_\_  
 Section 06 - 00000 - 00 - GM

Estimated Costs

Day Labor/Labor & Equipment \_\_\_\_\_  
 Day Labor Materials\* \_\_\_\_\_  
 Contract \_\_\_\_\_  
 Total Estimated Maintenance Cost \_\_\_\_\_  
 Maintenance Engineering \_\_\_\_\_

**- PAGE 3 of 4 -**

Maintenance & Engineering Total Cost \_\_\_\_\_

\*List Materials for Day Labor Maintenance Operations

Maintenance Operation	Material				
	Type of Materials/ Point of Delivery	Unit	Quantity	Unit Price	Cost
	(Carried Forward)		1	\$409,520.00	\$409,520.00
<b>Group 14</b>					
Sealing	Cover Coat Aggregate CA-14 (Stockpiled)	Ton	1490	\$12.40	\$18,476.00
Sealing	Seal Coat Aggregate CA-15/16 (Stockpiled)	Ton	850	\$10.75	\$9,137.50
RR Pvmnt Mark	Refl Marking Tapes FOB County Garage	Rolls	27	\$360.00	\$9,720.00
Crack Filler	Crack Filler	Lbs	26000	\$0.32	\$8,320.00
Center Striping	Yellow Paint FOB County Garage	Gallon	6270	\$5.80	\$36,366.00
Edge Striping	White Paint FOB County Garage	Gallon	11880	\$5.60	\$66,528.00
Striping	Glass Beads	Lbs	116000	\$0.25	\$29,000.00
<b>Group 18</b>					
Ice Control	Salt FOB County Garage	Ton	6000	\$35.75	\$214,500.00
Ice Control	Calcium Chloride FOB County Garage	Gallon	6000	\$0.50	\$3,000.00
Erosion Cntrl	Fabric, FOB County Garage	SY	5000	\$0.55	\$2,750.00
Erosion Cntrl	Straw Bales	Bales	750	\$3.00	\$2,250.00
Seeding	Grass Seed, On Truck	Lbs	13000	\$1.10	\$14,300.00
Seeding	Mulch, On Truck	Bales	2000	\$7.00	\$14,000.00
Ditches	Ditch Checks and Silt Fence	Ft	800	\$5.00	\$4,000.00
Guardrail	SPBGR, Ends, Bolts, Posts etc FOB Co Garage	Ft	250	\$28.00	\$7,000.00
Drainage	Class SI Concrete, On Road	CY	50	\$80.00	\$4,000.00
	<b>Total Material Cost</b>				<b>\$852,867.50</b>

Submitted \_\_\_\_\_  
 Date \_\_\_\_\_

Approved \_\_\_\_\_  
 Date \_\_\_\_\_

Highway Commissioner

County Engineer/Supt. of Highways

Approved \_\_\_\_\_  
 Date \_\_\_\_\_

Regional Engineer

Submit 4 copies for Road Districts  
 Submit 3 copies for County

BLR 14221 (Rev. 7/05)



County McLean  
 Road District \_\_\_\_\_  
 Section 06 - 00000 - 00 - GM

**Estimated Costs**

Day Labor/Labor & Equipment \_\_\_\_\_  
 Day Labor Materials\* \_\_\_\_\_  
 Contract \_\_\_\_\_  
 Total Estimated Maintenance Cost \_\_\_\_\_  
 Maintenance Engineering \_\_\_\_\_

**- PAGE 4 of 4 -**

Maintenance & Engineering Total Cost \_\_\_\_\_

\*List Materials for Day Labor Maintenance Operations

Maintenance Operation	Material				
	Type of Materials/ Point of Delivery	Unit	Quantity	Unit Price	Cost
	(Carried Forward)		1	\$852,867.50	\$852,867.50
Dust Control	Calcium Chloride, FOB County Garage	Gallon	6000	\$0.50	\$3,000.00
Soil Stab.	Woven Fabric, FOB County Garage	SY	8000	\$0.90	\$7,200.00
Heating Garage	Natural Gas, FOB County Garage	Therm	5000	\$1.10	\$5,500.00
	<b>Total Material Cost</b>				<b>\$868,567.50</b>

Submitted \_\_\_\_\_  
 Date

Approved \_\_\_\_\_  
 Date


\_\_\_\_\_  
 Highway Commissioner

\_\_\_\_\_  
 County Engineer/Supt. of Highways

Approved \_\_\_\_\_  
 Date

Submit 4 copies for Road Districts  
 Submit 3 copies for County

\_\_\_\_\_  
 Regional Engineer

Municipality	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Farnsworth Group, Inc.
Township				Address 2709 McGraw Drive
County McLean				City Bloomington
Section				State Illinois 61704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of December, 2005 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Section Description**

Name C.H. 8 and C.H. 29

Route \_\_\_\_\_ Length 0.50 & 0.73 Mi. 2,660 & 3,875 FT (Structure No. \_\_\_\_\_ )

Termini At I-55

Description:  
Plans, Specifications and Estimate with Design Report, attend Bi-monthly Meeting and attend Public Information Meeting with necessary incidentals to reconstruct/rehabilitate existing two-lane roadways. See attached Scope of Services.

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles an analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

Note: Four copies to be submitted to District Engineer



- h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
  - i.  Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k.  Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 1j, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money calculated on a time and material basis in accordance with the attached Fee Schedule:

Maximum Not to Exceed	\$129,400	(see note)
		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, & 1k of the ENGINEER AGREES at actual cost of performing such work plus N/A percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his time incurred up to the time he is notified in writing of such abandonment on the basis of the attached rate schedule.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of the attached rate schedule. It is understood that: "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

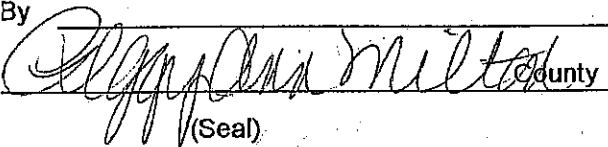
IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

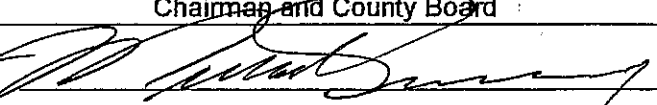
Executed by the LA:

McLean County of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By  County Clerk  
(Seal)

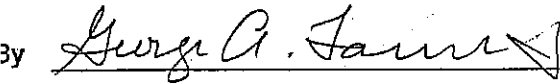
Chairman and County Board  
By   
Title Chairman

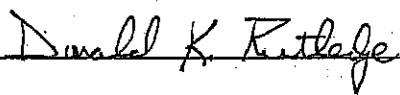
Executed by the ENGINEER:

Farnsworth Group, Inc.

2709 McGraw Drive

Bloomington, IL 61704

ATTEST:  
By   
Title Principal

By   
Title Secretary

**Farnsworth Group, Inc.**  
**Engineers, Architects, Surveyors & Scientists**

Schedule of Charges - January 1, 2006

<b>Professional Staff – Engineering/Surveying</b>	<b>Per Hour</b>
Engineering Intern I .....	\$ 75.00
Engineering Intern II .....	\$ 82.00
Engineer & Land Surveyor .....	\$ 91.00
Senior Engineer & Senior Land Surveyor.....	\$ 96.00
Project Engineer & Project Land Surveyor.....	\$103.00
Senior Project Engineer & Senior Project Land Surveyor.....	\$115.00
Engineering Manager & Land Surveying Manager .....	\$125.00
Principal.....	\$145.00

**Technical Staff – Engineering/Surveying**

Technician I .....	\$ 50.00
Technician II.....	\$ 66.00
Senior Technician.....	\$ 72.00
Chief Technician.....	\$ 82.00
Computer Specialist .....	\$ 89.00
Designer and Surveyor.....	\$ 90.00
Senior Designer and Senior Surveyor.....	\$ 95.00
Project Designer and Project Surveyor .....	\$100.00
Senior Project Designer .....	\$112.00
Administrative Support.....	\$ 49.00

**Specialists**

Planner .....	\$ 85.00
Systems Integration Intern I .....	\$ 75.00
Systems Integration Specialist II .....	\$100.00
Systems Integration Manager .....	\$120.00

**Professional Staff - Architecture**

Architectural Intern I .....	\$ 70.00
Architectural Intern II .....	\$ 78.00
Architect .....	\$ 87.00
Senior Architect & Senior Landscape Architect.....	\$ 92.00
Project Architect .....	\$102.00
Senior Project Architect .....	\$110.00
Architectural Manager .....	\$118.00
Principal-Architecture .....	\$135.00

**Technical Staff - Architecture**

Architectural Technician .....	\$ 60.00
Senior Architectural Technician.....	\$ 72.00
Chief Architectural Technician.....	\$ 78.00
Architectural Designer.....	\$ 82.00
Project Architectural Designer.....	\$ 97.00
Senior Project Architectural Designer .....	\$107.00
Computer Specialist .....	\$ 89.00
Senior Architectural Designer.....	\$ 90.00
Administrative Support.....	\$ 49.00

**Miscellaneous – Engineering/Architecture/Surveying**

Overtime Requested by Client .....	Negotiated
Expert Testimony .....	2 x billing rate
Field Vehicle & Equipment.....	\$ 9.00
Automobile (per mile) .....	\$ 0.51
CADD Computer (per hour) .....	\$ 10.00
Consultants & Reimbursable Expenses Related to Project *.....	Cost + 10%
2 Unit GPS (Maximum \$440/Day).....	\$44.00/hour
3 Unit GPS (Maximum \$660/Day).....	\$66.00/hour
Robotic Total Station .....	\$22.00/hour

\* Includes the actual cost of blueprints, supplies, toll charges, testing services, personnel subsistence, and other costs directly incidental to the performance of the above services.

**RATES EFFECTIVE UNTIL JANUARY 1, 2007 UNLESS NOTIFIED**

**ROAD SURVEY/DATA COMPUTATION**

Field locate and measure potential pavement patches, calculate preliminary quantities with cost estimates for two alternates - Pavement Patching with Bituminous Overlay and Complete Removal and Replacement

Principal	6 Hrs.	@	\$145.00 /Hr. =	\$870.00	
Engineer Manager	16 Hrs.	@	\$125.00 /Hr. =	\$2,000.00	
Sr. Project Engineer	24 Hrs.	@	\$115.00 /Hr. =	\$2,760.00	
Misc.				<u>\$70.00</u>	
					\$5,700.00

**FIELD SURVEY COMPLETE**

Project Survey Length - C.H. 8 - 2860 LF  
 C.H. 29 - 4075 LF  
 6935 LF = 1.31 miles

Review Information, Brief Field Crew, Re-establish Control Points with Ties, Re-establish CL Stationing, Run Level Circuit, Topographic, and Contour Survey with Total Station/Data Collector and/or GPS

Principal	2 Hrs.	@	\$145.00 /Hr. =	\$290.00	
Engineer Manager	4 Hrs.	@	\$125.00 /Hr. =	\$500.00	
Senior Technician	46 Hrs.	@	\$72.00 /Hr. =	\$3,312.00	
Field Assistant	84 Hrs.	@	\$50.00 /Hr. =	\$4,200.00	
Field Car & Equipment	44 Hrs.	@	\$9.00 /Hr. =	\$396.00	
Misc. Survey Supplies				<u>\$102.00</u>	
					\$8,800.00

**PRELIMINARY WORK SHEETS**

Data Dumps and Processing, Plot Existing Plan and Profiles, Plot Existing Cross Sections

Senior Technician	44 Hrs.	@	\$72.00 /Hr. =	\$3,168.00	
Computer - CADD	44 Hrs.	@	\$10.00 /Hr. =	\$440.00	
Miscellaneous				<u>\$192.00</u>	
					\$3,800.00

**PRELIMINARY ROADWAY PLANS**

Project Length - C.H. 8 - 2660 LF  
 C.H. 29 - 3875 LF  
 6535 LF

Design of the Reconstruction/Rehabilitation of two existing Two-Lane Roadway with concrete medians, including Proposed Plan and Profiles, Proposed Cross Sections, Drainage, Special Details, Pavement Markings, Stage Construction, Special Provisions, Estimate of Cost, Estimate of Time, and Internal Review

Principal	16 Hrs.	@	\$145.00 /Hr. =	\$2,320.00	
Engineer Manager	164 Hrs.	@	\$125.00 /Hr. =	\$20,500.00	
Engineer	198 Hrs.	@	\$91.00 /Hr. =	\$18,018.00	
Senior Technician	240 Hrs.	@	\$72.00 /Hr. =	\$17,280.00	
Admin	44 Hrs.	@	\$49.00 /Hr. =	\$2,156.00	
Computer - CAD	240 Hrs.	@	\$10.00 /Hr. =	\$2,400.00	
Mylars, Prints, Etc.				<u>\$226.00</u>	
					\$62,900.00

McLean County  
 County Highway 8 over I-55 at Lexington  
 County Highway 29 over I-55 at Towanda

**FINAL ROADWAY PLANS**

Revisions to Preliminary Roadway Plans after Review by County/IDOT/FHWA, Provide Auto Cad Data Files

Principal	8 Hrs.	@	\$145.00 /Hr. =	\$1,160.00	
Engineer Manager	40 Hrs.	@	\$125.00 /Hr. =	\$5,000.00	
Engineer	50 Hrs.	@	\$91.00 /Hr. =	\$4,550.00	
Senior Technician	100 Hrs.	@	\$72.00 /Hr. =	\$7,200.00	
Clerical	40 Hrs.	@	\$49.00 /Hr. =	\$1,960.00	
Computer - CAD	100 Hrs.	@	\$10.00 /Hr. =	\$1,000.00	
Mylars, Prints, Etc.				<u>\$230.00</u>	
					\$21,100.00

**PERMITS - IHPA/IDOC SIGN-OFFS**

Engineer Manager	4 HRS	@	\$125.00 /Hr. =	\$500.00	
Planner	8 HRS	@	\$85.00 /Hr. =	\$680.00	
Phone, Prints, Etc.				<u>\$20.00</u>	
					\$1,200.00

**PROJECT MANAGEMENT/ ADMINISTRATION**

Proposal, Contract Preparation, Project Management, Billing, Client Meetings, Coordination

Principal	34 Hrs.	@	\$145.00 /Hr. =	\$4,930.00	
Engineer Manager	22 Hrs.	@	\$125.00 /Hr. =	\$2,750.00	
Admin	10 Hrs.	@	\$49.00 /Hr. =	\$490.00	
Misc.				<u>\$30.00</u>	
					<u>\$8,200.00</u>

**Sub-Total Design            \$111,700.00**

**FHWA/IDOT & PUBLIC MEETINGS**

Review Information, Bi-Monthly FHWA Meeting, Prepare Exhibits, Attend Public Hearing

Principal	12 Hrs.	@	\$145.00 /Hr. =	\$1,740.00	
Engineer Manager	12 Hrs.	@	\$125.00 /Hr. =	\$1,500.00	
Engineer	12 Hrs.	@	\$91.00 /Hr. =	\$1,092.00	
Senior Technician	14 Hrs.	@	\$72.00 /Hr. =	\$1,008.00	
Admin	12 Hrs.	@	\$49.00 /Hr. =	\$588.00	
Computer - CAD	14 Hrs.	@	\$10.00 /Hr. =	\$140.00	
Mylars, Prints, Etc.				<u>\$132.00</u>	
					\$6,200.00

McLean County  
County Highway 8 over I-55 at Lexington  
County Highway 29 over I-55 at Towanda

PROJECT DEVELOPMENT REPORT (BLR 5250)

Review Information, Develop Exhibits, Write Report, Review Public Comments,  
Revise after Review by County/IDOT/FHWA

Principal	6 Hrs.	@	\$145.00 /Hr. =	\$870.00	
Engineer Manager	18 Hrs.	@	\$125.00 /Hr. =	\$2,250.00	
Engineer	60 Hrs.	@	\$91.00 /Hr. =	\$5,460.00	
Senior Technician	24 Hrs.	@	\$72.00 /Hr. =	\$1,728.00	
Admin	16 Hrs.	@	\$49.00 /Hr. =	\$784.00	
Computer - CAD	24 Hrs.	@	\$10.00 /Hr. =	\$240.00	
Mylars, Prints, Etc.				<u>\$ 168.00</u>	
					<u>\$11,500.00</u>
			<b>Sub-Total Reports</b>		<b>\$17,700.00</b>
			<b>Total Project =</b>		<b>\$129,400.00</b>

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**PRELIMINARY ENGINEERING SERVICES AGREEMENT**

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<u>LOCAL AGENCY</u>	<u>CONSULTANT</u>
County: McLean	Name: Rice, Berry and Associates
Township:	Address: 3085 Stevenson Drive
Section: 05-00047-10-BR	City: Springfield
05-00130-11-BR	State: Illinois
05-00130-12-BR	
05-00130-13-BR	

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THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTIONS.

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**SECTION DESCRIPTION**

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Name	_____	Length	0.10 mile
	Prop. 057-5217		
Structure No.	Existing 057-5918	Existing 057-5913	Existing 057-5907
Location	SW 1/4, Sec 26, T21N, R1W, 3 <sup>rd</sup> P.M., 1 mile northwest of McLean		
	NW 1/4, Sec 35, T26N, R5E, 3 <sup>rd</sup> P.M., 4.5 miles south of Weston		
	SW 1/4, Sec. 23, T26N, R5E, 3 <sup>rd</sup> P.M., 3 miles south of Weston		
	SW 1/4, Sec. 11, T26N, R5E, 3 <sup>rd</sup> P.M., 1 mile south of Weston		
Description:	Bridge replacement, culvert replacement		

**DEFINITION**

DEPARTMENT ..... Illinois Department of Transportation

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AGREEMENT PROVISIONS

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**THE ENGINEER AGREES**

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
  - a.( X ) Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.( X ) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.( ) Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.( ) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.( X ) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and railroad crossing work agreements.
  - f.( X ) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.( X ) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

- h.( X ) Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
  - i.( ) Assist the LA in the tabulation and interpretation of the contractor's proposals.
  - j.( X ) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT'S Bureau of Local Roads and Streets.
  - k.( ) Prepare the Project Development Report when required by the DEPARTMENT.
2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
  3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
  4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
  5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
  6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a. ( ) A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

- b. (X) A sum of money equal to the percent of the awarded contract cost for each section approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

<u>Awarded Cost</u>	<u>Percentage Fees</u>
PER SECTION	
Under \$50,000 .....	10.00%
First 50,000 .....	10.00%
Next 50,000 .....	7.75%
Next 100,000 .....	6.50%
Next 200,000 .....	5.60%
Next 200,000 .....	5.20%
Next 450,000 .....	5.10%

2. To pay for all services stipulated under paragraphs 1h and 1j of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1h, 1j and 1k. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$144.50
Engineer 9	141.25
Engineer 8	127.00
Engineer 7	111.80
Engineer 6	104.50
Engineer 5	92.50
Engineer 4	88.40
Engineer 3	81.60
Engineer 2	77.50
Engineer 1	70.20
Technician 7	91.50
Technician 6	81.60
Technician 5	72.25
Technician 4	63.50
Technician 3	56.00
Technician 2	47.60
Technician 1	46.25
Clerical 2	67.00
Clerical 1	47.30
Accountant	64.50

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect through the duration of the contract.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule.
  - a. Partial payments, not to exceed 90 percent of the amount earned, shall be made monthly as the work progresses.
  - b. Upon completion of the services required by paragraphs 1a through 1g under THE ENGINEERS AGREES, to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - c. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "b" above.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 2 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

### **IT IS MUTUALLY AGREED**

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

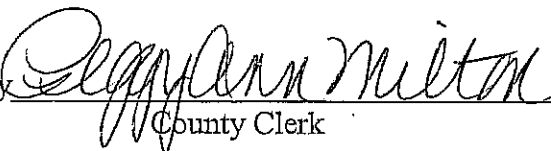
5. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

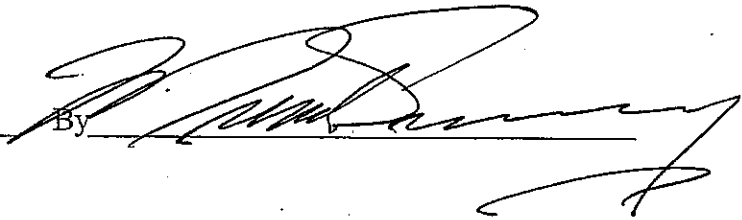
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the L.A:

McLean County of the State of Illinois, acting  
by and through its County Board

ATTEST:

By   
County Clerk

By 

(SEAL)


Title: Chairman, County Board

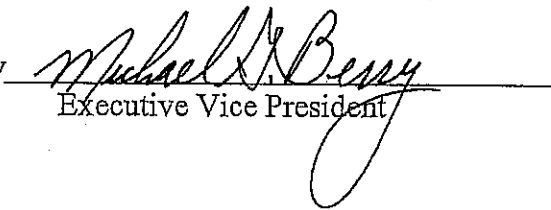
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Executed by the ENGINEER:

Rice, Berry and Associates  
3085 Stevenson Drive, Suite 201  
Springfield, Illinois 62703

ATTEST:

By   
Civil Engineering Manager

By   
Executive Vice President

(SEAL)

**SPECIAL PROVISION FOR EMPLOYMENT PRACTICES**

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

**I. SELECTION OF LABOR**

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

**II. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.



- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (1) abide by the terms of the statement; and
  - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
  - b. the grantee's or contractor's policy of maintaining a drug free workplace;
  - c. any available drug counseling, rehabilitation and employee assistance programs; and
  - d. the penalties that may be imposed upon an employee for drug violations.
3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Rice, Berry and Associates  
Div. of Hampton, Lenzini & Renwick, Inc.  
Printed Name of Organization

  
Signature of Authorized Representative

Michael G. Berry, Executive Vice President  
Printed Name and Title

36-2555986  
Requisition/Contract/Grant  
ID Number

11/30/05  
Date

**RESOLUTION APPROPRIATING MOTOR FUEL TAX FUNDS**

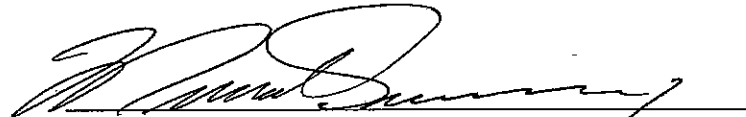
WHEREAS, the County Board of McLean County by resolution dated September 19, 2000, with the consent of the Department of Transportation, reappointed John E. Mitchell, County Engineer for McLean County for a term of six years effective August 1, 2000, and

WHEREAS, the County Board of McLean County hereby fixes the salary of the County Engineer at \$98,440.20 per year for January 1, 2006 through December 31, 2006 and his traveling, instruction and schooling and conference expenses are estimated at \$5,100.00 per year.

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that there be appropriated the sum of One Hundred and Three thousand, five hundred and forty dollars and 20/100 (\$103,540.20) from the County's allotment of Motor Fuel Tax Funds for the purpose of paying the salary and expenses of the County Engineer of McLean County from January 1, 2006 through December 31, 2006.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Department of Transportation, Springfield, Illinois, through its District Engineer's Office at Paris, Illinois.

Approved by the County Board on December 20, 2005.


  
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 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 monthly meeting held at Bloomington, Illinois on December 20, 2005.

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<sup>th</sup> day of December, A.D. 2005.

[SEAL]

  
County Clerk

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Terrie McCarty in case SU-05-21, parcel (08) 03-15-200-002. She is requesting a special use to allow a General Animal Care facility that will provide animal care and veterinary services, in the Agriculture District, on a 6.93 acre property which is part of the NE ¼ of Section 15, Township 26N, Range 4E of the 3<sup>rd</sup> P.M., McLean County, IL, and is located in Chenoa Township at 27231 E. 3000 North Road, Chenoa.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on December 6, 2005 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 6.93 acre property is currently used as a single family residence. The property is relatively flat and drains to the south. The property has 499 feet of frontage on the south side of 3000 North Road, an oil and chip road 20 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land is surrounded by land in the A-Agriculture District and is surrounded by land used for 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 property contains three relatively large barns. The applicant is proposing to provide shelter and veterinary services for a maximum of 120 cats, 40 dogs, and 5 horses. The applicant has formed a non-profit corporation called Happy Hearts Haven, Inc. that is approved under section 501 (c) (3) of the Internal Revenue Code, and has been given a tax exemption identification number by the Illinois Department of Revenue. The applicant has obtained a permit from the Illinois Department of Agriculture as an "Animal Shelter" for this facility. Happy Hearts Haven, Inc., rescues animals that are abused, sick, abandoned, and neglected. The applicant indicated that she has an option to buy 10 additional acres of land that are adjacent to her property.
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 property is a former farmstead that is an isolated tract surrounded by crop production. The proposed Animal Care Facility will not likely have an adverse affect on the surrounding properties that are in crop production.

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 proposed Animal Care Facility will be located on a 6.93 acre tract that is not adjacent to single family residences. 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 is served by private well and septic system approved by the County Health Department.
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 for at the existing entrance. The applicant obtained approval from the Chenoa Township Road Commissioner to use the existing entrance to the township road for this 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 General Animal Care facility in the Agriculture District that will provide animal care and veterinary services, provided 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.

**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 6<sup>th</sup> day of December 2005, McLean County Zoning Board of Appeals

(Sally Rudolph)  
Chair

Sally Rudolph, Chair  
Drake Zimmerman  
David Kinsella  
James Finnigan  
Joe Elble  
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 Stelle Homes, LLC, for Barry and Emily Parsell in case SU-05-22, parcel (28) 06-22-100-017. They are requesting a special use due to special circumstances to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses on a 5.6 acre property which is part of the east ½ of the northwest ¼ of Section 22, Township 25N, Range 1E of the 3<sup>rd</sup> P.M., McLean County, IL, and is located in White Oak Township immediately west of 950 East Road and approximately 700 feet north of County Highway 12 and otherwise designated as tract #1 in English Farm Manor.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on December 6, 2005 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 5.6 acre property is in woods and pasture. The property is sloping and drains to the south; the southern part of the property is in the flood plain. The property has approximately 781 feet of frontage on the west side of 950 East Road, an oil and chip road 16 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 east is in crop production. The land to the south is wooded and in pasture. Single family residences are located to the north and west.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 91 out of 125 points. The site assessment score was 117 out of 175 points. The total LESA score was 208 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. This property is not desirable for crop production, is sloping and is partially wooded. This is the fourth residential lot on land undesirable for farming that is to be set aside from a farm that was 190 acres in area in 1974. The Zoning Ordinance allows one residential tract per 40 acres as the farm existed in 1974 on land undesirable for farming. After adoption of an amendment to the Zoning Ordinance that was approved on June 18, 2002; residential tracts, after the first one, could be a maximum area of three acres. This tract is larger than three acres but was surveyed along with the other three tracts prior to June 18, 2002.

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 property is sloping, is partially in pasture and is partially wooded. Nearby property across the township road to the east that is currently 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. The proposed dwelling will be located on a part of the property that is in pasture and is not suitable for crop production.
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 781 feet of frontage on the west side of 950 East Road. Part of the lot is in flood plain. The owner will need to have a surveyor stake out (or site) the dwelling on the property in order to certify the proposed dwelling is outside the designated flood plain.
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 approval from the White Oak Township Road Commissioner to use an existing entrance to 950 East Road.
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 property is found to be undesirable for crop production and this situation is found to be unique in determining that a residence should be approved on this 5.6 acre tract, provided a licensed surveyor stakes out the location of the proposed dwelling according to plans outside the designated flood plain.

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 a licensed surveyor stakes out the location of the proposed dwelling according to plans outside the designated flood plain.

**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 6<sup>th</sup> day of December 2005, McLean County Zoning Board of Appeals

(Sally Rudolph)

---

Chair

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



FINDINGS OF FACT AND NO 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 Knob Hill Development, LLC, and Paul Williams in case ZA-05-05, parcels (25)-28-16-200-017, 28-16-251-009 and 28-16-200-020. They are requesting a map amendment to change the zoning classification from A-Agriculture District to R-1 Single Family Residence District on a 27 acre property which is part of the west ½ of the northeast ¼ of Section 16, Township 22N, Range 2E of the 3<sup>rd</sup> P.M.; and is located in Randolph Township immediately west of Old U.S. Route 51 and approximately ½ mile north of 525 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on December 6, 2005 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 27 acre property is sloping and drains to the center of the property and then to the east. The property has been used as a plant nursery and a single family residence. The property has 759 feet of frontage on the west side of 1475 East Road (Old U.S. Route 51), an asphalt road 23 feet in width and 918 feet of frontage on the east side of U.S. Route 51 – which will not provide access.

**SURROUNDING ZONING AND LAND USE** - The land to the north, east and south is in the R-1 Single Family residence District. The land to the west is in the A-Agriculture District. The land to the north is used in part as a single family residence and in part crop production. The land to the east and across U.S. Route 51 to the west is in crop production. A multi lot residential subdivision is located to the south.

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

- 1. The proposed amendment is compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses.** This standard is met. The property to the north, south, and east is in the R-1 District. The subject property had previously been in the R-1 District but was rezoned to the Agriculture District in two parts in 1988 and 1991 in case numbers 88-5-Z and 91-45-Z to allow the property to be used as a nursery. Knob Hill Nursery has operated a plant nursery on the north 22 acres of this property for many years. A farm house was previously set aside on the south 5.5 acres of the property. The adjacent property to the south is a residential subdivision. The McLean County Regional Planning Commission, working with staff, has reviewed the proposal for consistency with local and regional Comprehensive plans and has given the proposal a score of 'D' which means that the application does not provide minimal features to be consistent with the Comprehensive Plan. However, the low rating is due to the fact that the subject property has no interconnection between possible streets shown in a sketch plan. The location of the pond on the center of the property does not make it practical to

require streets to have interconnection. However, since this request is only to rezone the property and determine whether the property should be used for residential development, the design of streets is not an issue in this case.

2. **The proposed zoning classifications are appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications.** This standard is met. The topography and dimensions of the property are suited for uses permitted in both the Agriculture and R-1 Single Family Residence Districts. However the property is more suited for residential development due its location between two state highways and adjacency to a residential subdivision. The slope of the property and the location of the pond in the center area of the property make the land unsuitable for crop production.
3. **Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classification.** This standard is met. The property has 759 feet of frontage on the west side of 1475 East Road (Old U.S. Route 51). It appears that safe sight distance for entrances can be provided for the proposed use. The applicant will need to obtain approval from the Illinois Department of Transportation (IDOT) in order to develop property. The applicants' engineer has indicated that safe sight distance can be provided from the property to Old U.S. Route 51.
4. **Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.** This standard is met. This property has frontage on 1475 East Road (Old U.S. Route 51) and is approximately ½ mile north of 525 North Road that connects to U.S. Route 51.
5. **The proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the R-1 Single Family Residence District will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. The property is sloping and not located within the 100 year flood hazard area. The pond on the property will provide stormwater detention for future development.
6. **Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the R-1 Single Family Residence District.** This standard is met. The Randolph Township Fire District will provide fire protection for the subject property. Public sewer and water is not available; the property will be served by private wells and septic systems approved by the County Health Department.
7. **The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.** This standard is met.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested meets all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is in the public interest.

Therefore, the Zoning Board of Appeals hereby recommends approval of the request to change the zoning district classification of the property described above from A-Agriculture District to a classification of R-1 Single Family Residence District.

**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 6<sup>th</sup> day of December 2005, McLean County Zoning Board of Appeals

(Sally Rudolph)  
Chair

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

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

WHEREAS, an application has been made for an amendment to the McLean County Zoning District Map requesting that the zoning district classification be changed from its present classification of A-Agriculture District to a classification of R-1 Single Family Residence District on a 27 acre property which is part of the west ½ of the northeast ¼ of Section 16, Township 22N, Range 2E of the 3<sup>rd</sup> P.M.; and is located in Randolph Township immediately west of Old U.S. Route 51 and approximately ½ mile north of 525 North Road; and

WHEREAS, the McLean County Zoning Board of Appeals has held a public hearing on said application under Case No. ZA-05-05 according to law; and

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

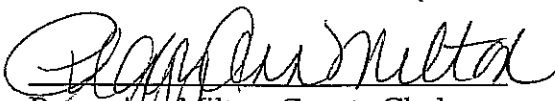
WHEREAS, the proposed amendment is in the public interest and is consistent with the purpose and intent of the McLean County Zoning Ordinance; now, therefore,

BE IT ORDAINED that the McLean County Zoning District Map be and hereby is amended to change the zoning classification of the aforescribed real estate from a classification of A-Agriculture District to a classification of R-1 Single Family Residence District.

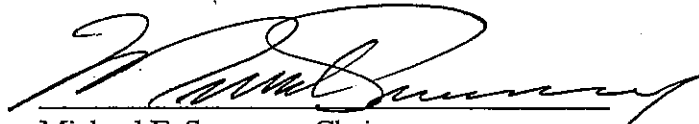
Adopted by the County Board of McLean County, Illinois this 20<sup>th</sup> day of December 2005.

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk  
McLean County, Illinois



Michael F. Sweeney, Chairman  
McLean County Board

APPROPRIATION TRANSFER ORDINANCE  
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2005  
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

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

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

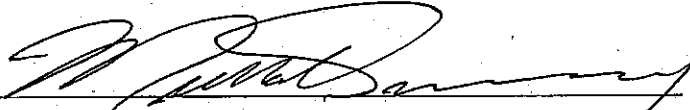
WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

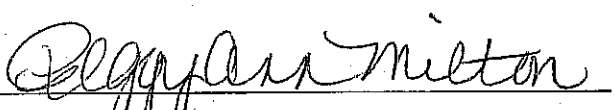
BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr style="border-top: 1px dashed black;"/>					
Executive Committee					
FUND 0001 DEPARTMENT 0043 INFORMATION SERVICES					
PGM 0047 DATA PROCESSING					
0750 0005	SOFTWARE MAINT. CONTRACTS	99,000.00		0750 0004	SOFTWARE LICENSE AGREE 99,000.00-
0833 0002	PURCHASE/COMPUTER EQUIP.	40,000.00		0620 0002	COMPUTER HARDWARE-DP ONL 40,000.00-
		139,000.00			
		=====			
<hr style="border-top: 1px dashed black;"/>					
Transportation Committee					
FUND 0120 DEPARTMENT 0055 COUNTY HIGHWAY					
PGM 0056 ROAD & BRIDGE CONSTRUCT'N					
0838 0002	PURCH. MACH./EQUIP. - HWY	25,000.00		0706 0001	CONTRACT SERVICES 25,000.00-
		25,000.00			
		=====			

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 20TH DAY OF DECEMBER , 2005

  
 \_\_\_\_\_  
 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST:   
 \_\_\_\_\_  
 COUNTY CLERK, MCLEAN COUNTY

Amendment to the Contract  
McLean County Juvenile Detention Center Physician

Pursuant to the terms of the McLean County Juvenile Detention Center Physician contract Page 4, 1., the annual "compensation to the HOSPITAL for the services of the MCJDC PHYSICIAN..." for the period of January 1, 2006 through December 31, 2006 shall be \$ 12,035 per year payable on a monthly basis. All other terms and conditions of the 3-year agreement shall remain in effect.

APPROVED by the McLean County Board this 20th day of December 2006

HOSPITAL

OSF HEALTHCARE SYSTEM, d/b/a  
St. Joseph Medical Center, Bloomington,  
Illinois

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

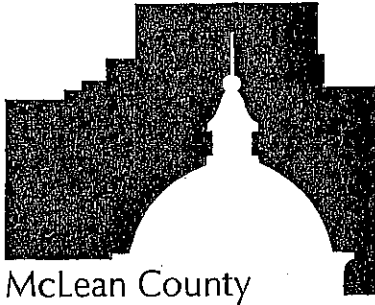
COUNTY:

COUNTY OF MCLEAN, body  
Politic and Corporate

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_



## COURT SERVICES

Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: (309) 888-5360 Fax (309) 888-5434 Room 103  
Juvenile Division: (309) 888-5370 Fax (309) 888-5831 Room 601

# Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RKC*

Date: November 22, 2005

Re: Contract for Physician

---

I have attached for your review a proposed 2006 physician contract between OSF Healthcare Systems and McLean County Juvenile Detention Center.

This contract is a three (3) year contract, with 2006 being the third year of the contract. The 2006 amendment indicates a 4% increase. This increase is consistent with the contract at the adult detention center. Both facilities utilize the same physician.

OSF Healthcare Systems provided excellent services the past year in the form of medical services, and I believe this will hold true in 2006.

I will be present at the Justice Committee meeting to answer any questions you may have.

Attachment

## CONTRACT FOR COUNSELING SERVICES

### WITH MCLEAN COUNTY JUVENILE DETENTION CENTER

This CONTRACT, made this 20th day of December, 2005, by and between The MCLEAN COUNTY BOARD, hereinafter called the BOARD, the McLean County Juvenile Detention Center and Cathy Vogel.

WHEREAS, there is a need for crisis intervention, clinical consultation and other Mental Health Services for McLean County Juvenile Detention youth; and,

WHEREAS, the BOARD has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health services for youth of the McLean County Juvenile Detention Center;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2006, through December 31, 2006, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Juvenile Detention Center youths as specified below:
  1. In-House services
    1. Provide consultation about youth who score high on suicide checklist. A checklist for suicide risk is to be completed at intake (officer is trained by CHS staff and responsible for completing this form).
    2. Assess and evaluate these youth as needed and requested.
    3. Provide crisis intervention and/or brief therapy as needed.
    4. Assess new youth (who have been detained for physically violent crimes) as needed and requested.
    5. Evaluate the need for psychotropic medication.
    6. Consult with JDC personnel on behavioral techniques for handling emotionally and mentally ill youth.
    7. After each youth contact, leave a detention contact note to update detention staff on the psychological state of youth or other pertinent information which might affect the safety of the youth, other youths, or detention personnel.



## II. 24-hour Crisis Calls

### A. Respond to detention requests to see youth who:

1. are having suicidal ideation
2. are actively suicidal
3. have made a suicide attempt
4. are expressing thoughts of harming other youth, or detention personnel
5. have become extremely anxious or potentially explosive
6. have become physically aggressive towards other youth or detention personnel
7. are having homicidal ideation
8. psychotic youth (out of touch with reality and/or bizarre behavior)

### B. When responding to the calls on the youth described above, Cathy Vogel will assess the situation, evaluate mental status, intervene as necessary with brief counseling, and consult with detention personnel as to the disposition for the youth. This disposition may include:

1. crisis counseling only – situation resolved
2. medication and/or medication review needed – refer to nurse
3. refer to in-house detention counselor program for time-limited ongoing assessment and/or counseling
4. consult with detention regarding reclassification of youth (i.e., release from security room, move to unit, or other unit, etc.)

## III. Groups

Cathy Vogel will provide "group sessions" for detained youth. Topics to be discussed include anger management, self-esteem, choices and consequences, value clarification and other topics deemed appropriate.

2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than \$25,931 unless supplemental appropriations are made by the McLean County Board. It is understood by all parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by Cathy Vogel upon the following schedule of fees:

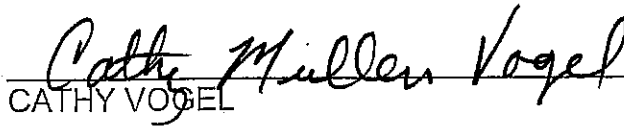
- a. Crisis call screening and assessment response \$ 82.21 hr.
  - b. Scheduled in-house individual counseling \$ 45.66 hr.
  - c. Scheduled group counseling \$ 70.02 per session.
4. This CONTRACT may be terminated for any of the following reasons:
- a. At the request of Cathy Vogel upon thirty days written notice; or
  - b. At the request of the BOARD upon thirty days written notice; or,
  - c. At the request of the Juvenile Detention Center upon thirty days written notice.
5. Cathy Vogel is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
6. Cathy Vogel shall save and hold the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability; public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to chooses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.
7. Cathy Vogel shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
8. Cathy Vogel shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD: \$1,000,000.
9. Cathy Vogel shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

10. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.
11. This CONTRACT shall be governed by and interpreted in accordance with the Laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
12. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other of further breach of this CONTRACT or any provision hereof.
13. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
14. This CONTRACT may not be assigned or Subcontracted by Cathy Vogel to any other person or entity without the written consent of BOARD.
15. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
16. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and Cathy Vogel without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.
17. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. BOARD shall not be liable to Cathy Vogel for the cost of changes of additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by BOARD in a writing approved by and signed by a person with lawful authority granted by BOARD to execute such writing.

Given under our hands and seals the day and year first written above.



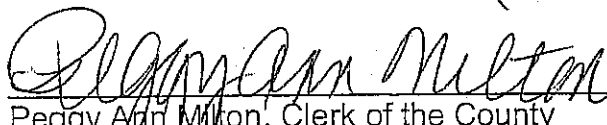
ROXANNE CASTLEMAN  
MCLEAN COUNTY JUVENILE DETENTION CENTER

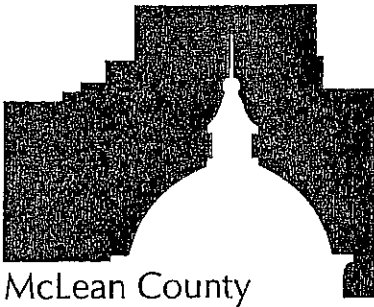
  
CATHY VOGEL

MCLEAN COUNTY BOARD

  
By MICHAEL F. SWEENEY, CHAIRMAN

ATTEST:

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



## COURT SERVICES

Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: (309) 888-5360 Fax (309) 888-5434 Room 103  
Juvenile Division: (309) 888-5370 Fax (309) 888-5831 Room 601

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# Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RKC*

Date: November 22, 2005

Re: Mental Health Contract at the Juvenile Detention Center

---

I have attached for your review a proposed 2006 mental health contract between Cathy Vogel and the McLean County Juvenile Detention Center.

The contract is identical to last year's contract, with the exception of a 3% increase for services for 2006. The total services provided will not exceed \$25,931.

Ms. Vogel provided excellent services the past year in the form of crisis intervention and clinical consultation, and I believe this will hold true in 2006.

I will be present at the Justice Committee meeting to answer any questions you may have.

Attachment

**CONTRACT**  
**McLEAN COUNTY ADULT DETENTION FACILITY PHYSICIAN**

THIS AGREEMENT, made this 20<sup>th</sup> day of December, 2005 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., a physician licensed to practice medicine in the State of Illinois, hereinafter known as the MCDF PHYSICIAN.

WHEREAS, the County of McLean has the authority under 73 ILCS 125/14 to provide medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, HOSPITAL employs MCDF PHYSICIAN who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCDF PHYSICIAN TO:

1. By the mutual agreement of the parties, conduct on-site services at the jail for the purpose of providing medical aid to inmates and consult with MCDF Health Services staff and with the Sheriff as MCDF Warden, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.
2. Prepare treatment protocols for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to jail inmates.
4. Establish written guidelines and directions for transportation of COUNTY inmates under the Sheriff's supervision for emergency care.
5. Assure that the content and scope of written inmate medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to inmates of the McLean County Detention Facility.

7. Attend quarterly administrative meetings with the MCDF Administrator, and Director of MCDF Health Services.
8. In conjunction with Director of MCDF Health Services, Sheriff's Department, and State's Attorney's Office, determine the applicability of County Jail Standards (Medical), State of Illinois, to the provision of medical care in the jail and assure such medical care is provided in accordance with such applicable Standards.
9. Arrange for medical coverage during absences.
10. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
11. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
12. Complete any and all continuing education necessary to obtain and maintain knowledge of all current medical practices with respect to services to be performed under the Agreement.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCDF PHYSICIAN and any employee of OSFHS directed by the MCDF PHYSICIAN and, upon request, supply to the COUNTY a Certificate of Insurance evidencing such coverage; and
2. Indemnify and hold harmless the COUNTY, its officers, its agents, employees and assigns against any and all claims arisen out of or relating to the MCDF PHYSICIAN'S activities pursuant to this agreement.

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Adult Detention Facility with recommendations and input from MCDF PHYSICIAN.

5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise MCDF Health Service staff.
9. During the first year of this Agreement (January 1, 2005 through December 31, 2005), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$46,278.75 per year payable on a monthly basis.
10. During the second year of this Agreement (January 1, 2006 through December 31, 2006), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$48,129.90 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2005 and terminate on December 31, 2006 unless terminated by either party in accordance with 9 a, b, or c of this section.  
  
The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCDF PHYSICIAN shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.
2. The HOSPITAL is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCDF PHYSICIAN'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCDF PHYSICIAN, and final medical judgment pertaining to the inmates incarcerated in the MCDF will be the responsibility of the MCDF PHYSICIAN.



5. Nothing in this Agreement shall prevent the MCDF PHYSICIAN from engaging in medical practice or services apart from those provided to the McLean County Board.
6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL wishes to assign another physician to provide the services required by this Agreement, the HOSPITAL agrees that the COUNTY shall have the right of approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCDF Physician.

This provision does not apply to arranging for medical coverage during absences.

7. At the time of this Agreement the HOSPITAL and the COUNTY acknowledge that the duties of the MCDF PHYSICIAN will require a minimum of four hours per week in the Adult Facility.
8. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This Agreement may be terminated for any of the following reasons:
  - a) At the request of the HOSPITAL upon thirty days written notice.
  - b) At the request of the County Board and/or the Sheriff upon thirty days written notice.
  - c) Inability or incapacity of the MCDF PHYSICIAN to carry out the terms of the Agreement.
10. In the event McLEAN COUNTY's equipment is used by the MCDF PHYSICIAN or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCDF PHYSICIAN during the period of such use by the MCDF PHYSICIAN or subcontractor.
11. The HOSPITAL shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise Taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
12. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

- 13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
- 14. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
- 15. It is understood that the terms of this Agreement include all the agreements made by the County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

APPROVED by the McLean County Board this 20<sup>th</sup> of December, 2005.

OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois

ATTEST:

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_

COUNTY OF McLEAN, a body politic and corporate

ATTEST:

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

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

APPROVED:

\_\_\_\_\_  
David Owens  
McLean County Sheriff



McLean County

DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT  
(309) 888-5069 FAX (309) 888-5933  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

## MEMORANDUM

DATE:	NOVEMBER 28, 2005
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES <i>JPN</i>

TOPIC: RECOMMENDATION FOR ANNUAL COMPENSATION TO OSF HEALTHCARE SYSTEM AND KENNETH IONUE, M.D., FOR PHYSICIAN SERVICES AT THE McLEAN COUNTY ADULT DETENTION FACILITY

The current contract for the MCDF Physician for the McLean County Adult Detention Facility is in effect from January 1, 2005 through December 31, 2006. However, the annual compensation is subject to negotiation and approval by OSF Healthcare System and McLean County prior to the beginning of the second year of this contract agreement.

At this time, we respectively recommend that the rate of compensation for the 2006 contract year be increased by 4% from \$46,278.7500 to \$48,129.90, effective January 1, 2006. This figure was negotiated with representatives of OSF HealthCare System, and is within the parameter of the approved fiscal year 2006 budget for the McLean County Adult Detention Facility Physician.

Dr. Inoue continues to provide on site medical services to the inmate population three days per week, and OSF HealthCare System provides on-call coverage through Dr. Inoue and other physicians in the OSF Medical Group.

We would be happy to provide any additional information and/or answer any questions or concerns that you may have regarding this matter. Thank you in advance for your time and consideration.

CONTRACT 553140-CY06

This CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois hereinafter called the BOARD, the McLean County Sheriff, the McLean County Board, and the McLEAN COUNTY CENTER FOR HUMAN SERVICES, located in the City of Bloomington, Illinois, hereinafter called the AGENCY.

WHEREAS, there is a need for crisis intervention, clinical consultation and other Mental Health Services for McLean County Detention Facility inmates; and,

WHEREAS, the AGENCY has the capacity to provide such services; and,

WHEREAS, the BOARD by and through the McLean County Health Department has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health service for inmates of the McLean County Detention Facility;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2006 through December 31, 2006, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Detention Facility inmates as specified in the AGENCY'S response to McLean County's Detention Facility Health Services request for proposal and as specified in this CONTRACT.
2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than SIXTY-EIGHT THOUSAND ONE HUNDRED DOLLARS (\$68,100) unless supplemental appropriations are made by the McLean County Board. It is understood by both parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund:
3. The grant is conditioned upon the AGENCY cooperating in good faith with the McLean County Board of Health or any committee or subcommittee thereof in planning, developing and executing written comprehensive inter-agency cooperative agreements whenever it is deemed appropriate by both parties. Such agreements shall address, but not be limited to, the areas of inter-agency staffing, inter-agency staff training/development, and inter-agency fiscal resource planning. Cooperating in good faith as used herein shall include, but not be limited to, attendance at meetings with representatives of the McLean County Board of Health, or the McLean County Board, in connection with any aspect of inter-agency coordination upon given reasonable notice of such meetings by the McLean County Board of Health.
4. The purpose of the Program described in this CONTRACT is to provide the following:
  - a. Assist nurses at the McLean County Detention Facility to evaluate the mental health status of disturbed prisoners (may include use of the crisis staff, clinical staff, and/or clinical consultant); and,

- b. Provide training to nurses at the Detention Facility on mental health procedures, including the use and effect of psychotropic medications; and,
  - c. Provide consultation to Detention Facility staff concerning disturbed prisoners, and assist with the management and treatment of those prisoners; and
  - d. Provide direct therapy to a limited number of prisoners as referred by the Detention Facility staff; and,
  - e. Provide evaluations as requested by the Court of those prisoners in need of such evaluation (within the limits of staff capacity).
  - f. Provide medical orders to registered nurses at the McLean County Detention Facility who administer psychotropic medications.
5. The AGENCY will provide the BOARD, with all reasonable assistance and consultation from the Health Department Staff, with written reports of any problems encountered in the implementation of the program, recommendations for program changes if indicated, and other information the AGENCY may feel will be of value to the BOARD; and, in addition, periodic program and/or financial audits by a representative designated by the BOARD will be allowed.
6. In order to enhance the working relationship among local Illinois Department of Human Services (DHS) providers, strengthen local input into the community system of care, improve the planning, coordination and management of (DHS) and local resources, the AGENCY agrees to recognize the BOARD under the provisions of the County Public Health Department Act., 55 ILCS, DIV 5-25, the Community Services Act., 405 ILCS, DIV 30-1 and, Sections 103.10, 103.20, 103.30, 103.40 and 103.50 of 59 Illinois Administrative code and provisions of DHS rules and regulations as the focal point of planning and local review and comment on State grant applications including cooperating in good faith with the BOARD in the following areas:
- a. Participating with the BOARD and DHS grantees in the development of long range and annual local comprehensive service plans for submission to DHS Region.
  - b. Submission to the BOARD of DHS grant-in-aid funding requests, including responses to Requests for Proposal (RFP), for review and comment.
  - c. Submission to the BOARD of DHS Program Service and Funding Plan (IDMH/DD1261), Agency Plan 1.0-10.0 inclusive semi-annual Changes in individual Agency Service Plans shall be submitted on the appropriate DHS forms to the BOARD for review and comment.
  - d. Provide notification to the BOARD of the dates and times of all scheduled DHS site visits for the purpose of participation by a staff representative of the BOARD.
  - e. Provide copies of all site visit instruments to the BOARD either prior to or at the time of the schedule site visit.

7. The BOARD will require from the AGENCY an audited financial report(s) covering the CONTRACT period and showing how and where AGENCY'S funds were spent. This audit may be accomplished on CENTER FOR HUMAN SERVICES'S fiscal year and submitted no later than 120 days following the close of that fiscal year.
  
8. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by the AGENCY upon the following schedule of fees:
 

a.	Crisis Team screening and assessment response	\$60.00 hr/person
b.	Nurse consultation (phone or in person)	\$60.00 hr
c.	On-site psychiatrist services (phone or in person with travel)	\$142.00 hr
d.	Psychiatrist sessions	\$60.00 session
e.	Scheduled In-house assessment & services	\$43.00 hr
  
9. This CONTRACT may be terminated for any of the following reasons:
  - a. At the request of the AGENCY upon thirty days written notice; and,
  - b. At the request of the BOARD, or the McLean County Board, upon thirty days written notice; and,
  - c. Failure of the AGENCY to carry out the program services specified in this CONTRACT; and,
  - d. Failure of the AGENCY to meet reporting deadlines or grant conditions as specified in this CONTRACT; or,
  - e. Failure of the BOARD to receive adequate County funding for Mental Health contractual services.
  
10. AGENCY is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
  
11. AGENCY shall save and hold the BOARD, and the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.

12. The AGENCY shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
13. The AGENCY shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD:
14. AGENCY shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
15. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.
16. This CONTRACT shall be governed by and interpreted in accordance with the Laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
17. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other of further breach of this CONTRACT or any provision hereof.
18. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
19. This CONTRACT may not be assigned or Subcontracted by AGENCY to any other person or entity without the written consent of BOARD.
20. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
21. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and the AGENCY without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.

22. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. BOARD shall not be liable to AGENCY for the cost of changes of additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by BOARD in a writing approved by and signed by a person with lawful authority granted by BOARD to execute such writing.

Given under our hands and seals the day and year first written above.

\_\_\_\_\_  
David Owens,  
McLEAN COUNTY SHERIFF

McLEAN COUNTY CENTER FOR HUMAN SERVICES

By: \_\_\_\_\_  
Tom Barr, Director

McLEAN COUNTY BOARD OF HEALTH

By: \_\_\_\_\_  
P.A. "Sue" Berglund, President

McLEAN COUNTY BOARD

By: \_\_\_\_\_  
Michael F. Sweeney, Chairman

ATTEST:

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





DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT  
(309) 888-5069 FAX (309) 888-5933  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

## MEMORANDUM

DATE:	November 28 <sup>th</sup> , 2005
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR/MCDF HEALTH SERVICES <i>JNA</i>

TOPIC: RECOMMENDATION FOR RENEWAL OF CONTRACT WITH McLEAN COUNTY CENTER FOR HUMAN SERVICES FOR THE PROVISION OF MENTAL HEALTH SERVICES FOR THE McLEAN COUNTY ADULT DETENTION FACILITY.

The current contract with the McLean County Center for Human Services expires on December 31, 2005. This contract allows us to provide mental health services for the inmate population. These services include on site counseling for twenty-four hours each week, crisis intervention whenever necessary, and weekly two hour sessions by the MCDF Psychiatrist.

Requested increase for scheduled in-house assessment and services is 2.4% and requested increase for on-site psychiatric services is 3.70%. No increase was requested for crisis team screening and assessment response, nurse consultation, or in house psychiatrist sessions, therefore same level of funding is requested for 2006. There are no additions/deletions in the contract language, and mental health services provided for individuals incarcerated in the McLean County Detention Facility remain the same.

We respectfully recommend renewal of this contract for contract year 2006, and we would be happy to provide any additional information or address any questions or concerns that you may have regarding this contract. Thank you.

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2006 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Alan J. Novick, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

1. Alan J. Novick is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling juvenile cases. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$1,041.67 per month.

The Special Public Defender agrees to:

1. The Special Public Defender herein agrees to handle Juvenile cases in court one day a week (or the hourly equivalent thereof) and to devote whatever preparation time necessary to those cases up to 150 total hours for the contract year. The Special Public Defender also agrees to supply monthly statements of hours expended both in court and out of court on all cases worked on under this contract to the Public Defender's Office. Once the 150 hours have been worked the Special Public Defender shall receive the \$1,041.67 for each month of the calendar year.

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

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2006 and terminate on December 31, 2007.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation. Unless the 150 hours has been expended, then the contract shall cease except for any payments for the balance of the year owing to the Special Public Defender on page 1 of this agreement.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

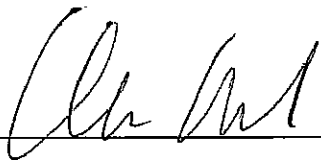
Mr. Alan J. Novick  
306 E. Grove Street  
Bloomington, Illinois 61701

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

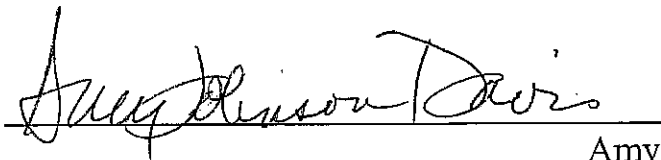
IN WITNESS THEREOF, the parties have affixed their respective signature on the

20<sup>th</sup> day of December, 2005.

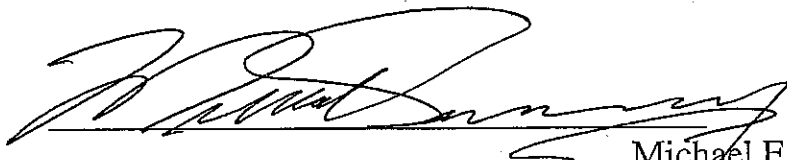
APPROVED:



Alan J. Novick  
Attorney at Law




Amy Johnson Davis  
McLean County Public Defender



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2006 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Terry W. Dodds, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

1. Terry W. Dodds is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of felony conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement the sum of \$2,483.88 per month.

The Special Public Defender agrees to:

1. Assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 46 cases

during the contract period.

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

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1<sup>st</sup>, 2006, and terminate on December 31<sup>st</sup>, 2007.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.



5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

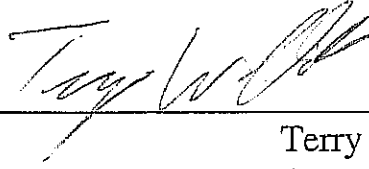
Terry W. Dodds  
802 N. Clinton St, Suite 1  
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

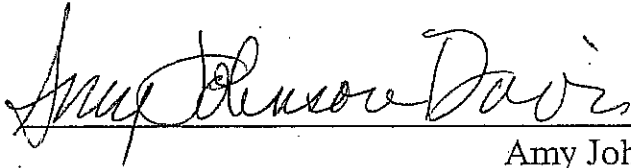
IN WITNESS THEREOF, the parties have affixed their respective signature on the

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:



Terry W. Dodds  
Attorney at Law

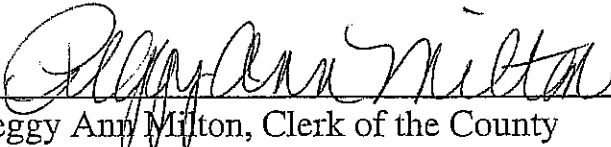


Amy Johnson Davis  
McLean County Public Defender



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2006, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Keith Davis, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

1. Keith Davis is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of sexually violent persons commitment cases and post conviction cases assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, \$40,000, said amount to be prorated to \$3,333.00 per month.

The Special Public Defender agrees to:

1. Keith Davis shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of eight (8) cases per year; which shall be limited to SVPCA cases and Post Conviction Petitions. The Special Public Defender shall keep hourly time records for each Post Conviction and Sexually Violent Persons case handled, which records shall be submitted to the Public Defender's Office on the last day of each calendar month.

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

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1<sup>st</sup>, 2006, and terminate on December 31<sup>st</sup>, 2007.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. All expenses incurred by the Special Public Defender shall be paid through the Public Defender's annual budget. Said expenses shall be subject to the approval of the Public Defender.
6. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
7. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
8. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
9. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
10. This contract may not be assigned by either party without the prior written consent of the other party.
11. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

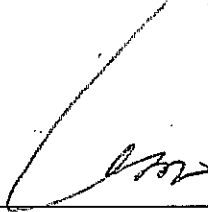
Keith Davis  
103 N. Main Street  
Bloomington, IL 61701

12. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
13. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
14. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
15. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the

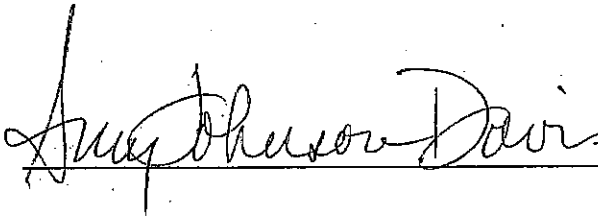
date 20<sup>th</sup> day of December, 2005.

APPROVED:



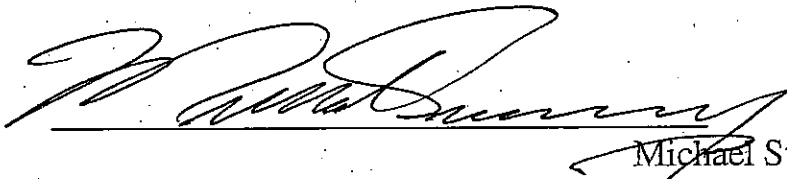
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Keith Davis  
Attorney at Law



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Amy Johnson Davis  
McLean County Public Defender



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Michael Sweeney, Chairman  
McLean County Board

ATTEST:



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



STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF P.A. "SUE" BERGLAND  
AS A MEMBER OF THE McLEAN COUNTY ECONOMIC DEVELOPMENT COUNCIL**

**WHEREAS**, due to the expiration of term of P.A. "Sue" Berglund as a member of the McLean County Economic Development Council, it is advisable to consider an appointment or reappointment to this position; and,

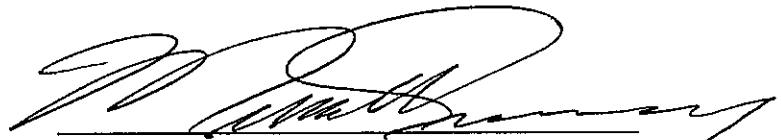
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a two-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**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 P.A. "Sue" Berglund as a member of the McLean County Economic Development Council for a term of two years to expire on December 31, 2007 or until a successor shall have been qualified and appointed.

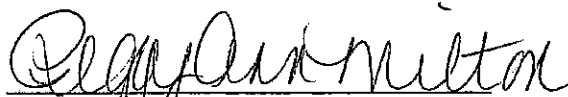
**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to P.A. "Sue" Berglund.

Adopted by the County Board of McLean County, Illinois, this 20<sup>th</sup> day of December, 2005.

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

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

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF JOSEPH H. HARRISON  
AS A MEMBER OF THE  
McLEAN COUNTY HOUSING AUTHORITY

WHEREAS, due to the expiration of term on December 26, 2005 of Joseph Harrison, as a member of the McLean County Housing Authority, it is advisable to consider an appointment or reappointment to this position; and,

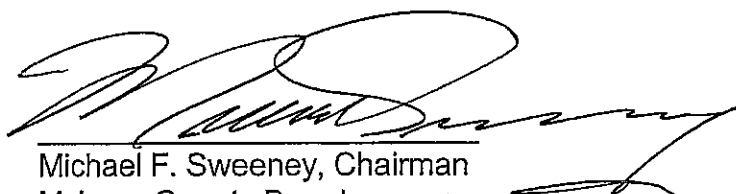
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 310 ILCS 10/3 has the responsibility to fill the vacancy by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Joseph H. Harrison as a member of the McLean County Housing Authority for a five-year term to expire on December 26, 2010 or until a successor shall have been qualified and appointed.

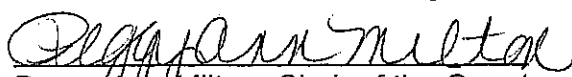
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Joseph H. Harrison and Clay Patterson, Attorney for the Housing Authority.

Adopted by the County Board of McLean County, Illinois, this 20th day of December, 2005.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

e:\anntapl\mcha\_harrison.res

STATE OF ILLINOIS        )  
COUNTY OF McLEAN       )

A RESOLUTION FOR REAPPOINTMENT OF MARK KLINGER  
AS A MEMBER OF THE  
REGIONAL PLANNING COMMISSION

WHEREAS, due to the expiration of term on December 26, 2005 of Mark Klinger as a member of the Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; and,

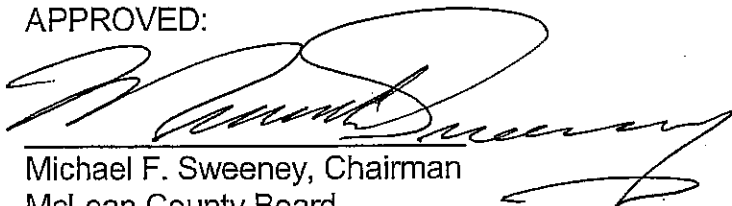
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Section 2705/4, has the responsibility to fill a three year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Mark Klinger as a member of the Regional Planning Commission for a three year term to expire on December 31, 2008, or until a successor shall have been qualified and appointed.

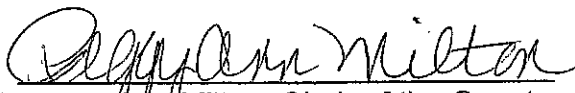
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Mark Klinger and the Director of the McLean County Regional Planning Commission.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of December, 2005.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

STATE OF ILLINOIS  
COUNTY OF MCLEAN

A RESOLUTION FOR APPOINTMENT OF MARTIN KRUTKE  
AS A MEMBER OF THE SHERIFF'S OFFICE MERIT COMMISSION

WHEREAS, due to the expiration of term of Martin Krutke as a member of the Sheriff's Office Merit Commission, it is advisable to consider an appointment to this position; and,


WHEREAS, the Chairman of the county board, in accordance with the provisions of 55 Illinois Compiled Statutes 5/3-8003, has the responsibility to fill a six year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Martin Krutke as a member of the Sheriff's Office Merit Commission for a term of six years scheduled to expire on December 31, 2011, or until a successor shall have been qualified and appointed.

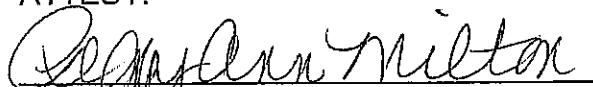
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Martin Krutke and the McLean County Sheriff.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of December, 2005.

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 JOHN ELLIOT  
AS A MEMBER OF THE SHERIFF'S OFFICE MERIT COMMISSION

WHEREAS, due to the expiration of term of Mr. John Elliot as a member of the Sheriff's Office Merit Commission, it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the county board, in accordance with the provisions of 55 Illinois Compiled Statutes 5/3-8003, has the responsibility to fill a six year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of John Elliot, as a member of the Sheriff's Office Merit Commission for a term of six years scheduled to expire on December 31, 2011, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to John Elliot and the McLean County Sheriff.

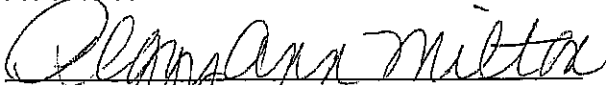
ADOPTED by the County Board of McLean County, Illinois, this 20th day of December, 2005.

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 OF APPOINTMENT OF JOE B. UNDERWOOD  
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION

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

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

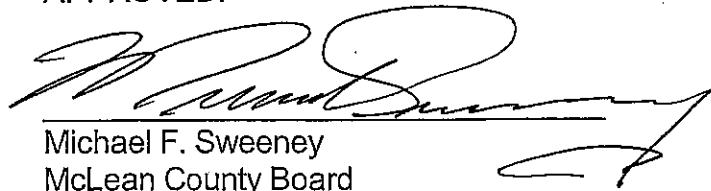
**WHEREAS**, due to the death of Jane Engblom as a member of the McLean County Regional Planning Commission, it is advisable to consider an appointment to this position; now, therefore,

**BE IT RESOLVED** that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the appointment of Joe B. Underwood to complete the unexpired three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2006 or until a successor shall have been qualified and appointed.


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

Adopted by the County Board of McLean County, Illinois, this 20<sup>th</sup> day of December, 2005.

APPROVED:

  
Michael F. Sweeney  
McLean County Board

ATTEST:

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

STATE OF ILLINOIS     )  
COUNTY OF McLEAN    )

A RESOLUTION FOR APPOINTMENT OF ERIN ELDER  
AS A MEMBER OF THE  
REGIONAL PLANNING COMMISSION

WHEREAS, due to the expiration of term on December 31, 2005 of Mark Sharon McGinnis as a member of the Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; and,

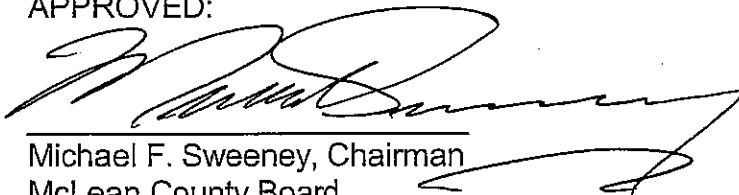
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Section 2705/4, has the responsibility to fill a three year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Erin Elder as a member of the Regional Planning Commission for a three year term to expire on December 31, 2008, or until a successor shall have been qualified and appointed.

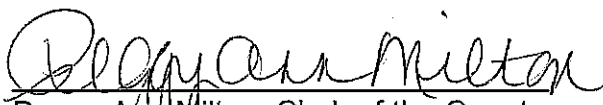
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Erin Elder and the Director of the McLean County Regional Planning Commission.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of December, 2005.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Epiphany Grade School girls' 7<sup>th</sup> grade basketball team during the 2005 basketball season; and;

WHEREAS, the Epiphany Grade School 7<sup>th</sup> grade girls' basketball team finished the 2005 season with an overall season record of 27 wins and 0 losses; and,

WHEREAS, the Epiphany Grade School 7<sup>th</sup> grade girls' basketball team won the State Girls' 7A Elementary School Basketball Tournament; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Basketball Coach Greg Reinhart and Assistant Coach Dave Schmitt, and Team Members Jessica Reinhart, Ellen Walters, Allie Norton, Emily Beoletto, Lindsay Stopa, Chelsea Turner, Mia Hartung, Amanda Hess, Rachel Nolan and Katie Whalen; now, therefore,

BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Epiphany Grade School 7<sup>th</sup> grade girls' basketball team is to be congratulated on winning the State Girls' 7A Elementary School Basketball Tournament, and on an outstanding season.

ADOPTED by the McLean County Board this 20<sup>th</sup> day of December, 2005.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman  
McLean County Board

Members Gordon/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.

Member Selzer stated that this Resolution was presented at an assembly at the school on Sunday at 3:00 p.m. Member Selzer noted that the eighth grade girls team placed third in the State as well.



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

McLEAN COUNTY REVISED CODE      COUNTY BOARD MEETING DATES 5.91

CHAPTER 5 - COUNTY BOARD

AN ORDINANCE ESTABLISHING COUNTY BOARD MEETING DATES  
FOR CALENDAR YEAR 2006

WHEREAS, it is necessary each year that the regular meetings of the McLean County Board be established; and

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend establishing County Board meeting dates pursuant to Illinois Compiled Statutes (2002) Chapter 5, Section 120/2.02; now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session, that:

(1) The regular monthly meetings of the County Board shall be in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois on the following dates at the following times in calendar year 2006:

Tuesday	January 17, 2006	9:00 a.m.
Tuesday	February 21, 2006	9:00 a.m.
Tuesday	March 21, 2006	9:00 a.m.
Tuesday	April 18, 2006	9:00 a.m.
Tuesday	May 16, 2006	9:00 a.m.
Tuesday	June 20, 2006	9:00 a.m.
Tuesday	July 18, 2006	9:00 a.m.
Tuesday	August 15, 2006	9:00 a.m.
Tuesday	September 19, 2006	9:00 a.m.
Tuesday	October 17, 2006	9:00 a.m.
Tuesday	November 21, 2006	9:00 a.m.
Tuesday	December 19, 2006	9:00 a.m.

(2) That a copy of this Ordinance shall be posted in the County Administrator's Office, in the lobby of the Law and Justice Center, in the lobby of the Government Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building, and on the County website at [www.mcleancountyil.gov](http://www.mcleancountyil.gov).

(3) That the County Clerk shall forward a certified copy of this Ordinance to the County Administrator and the First Civil Assistant State's Attorney.

(2)

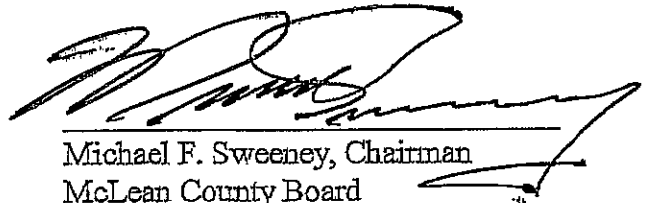
ADOPTED by the County Board of McLean County, Illinois, this 20th day of December, 2005.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board

Members Sorensen/Ahart moved the County Board approve a Request for Approval of an Ordinance Establishing County Board Meeting Dates for Calendar Year 2006. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

McLEAN COUNTY REVISED CODE

HOLIDAY SCHEDULE 5.92

CHAPTER 5 - COUNTY BOARD

ORDINANCE ESTABLISHING A HOLIDAY SCHEDULE  
FOR COUNTY EMPLOYEES FOR THE YEAR 2006

WHEREAS, it is necessary each year that a holiday schedule for County employees be established; and,

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend a holiday schedule for certain County employees for the year 2006 pursuant to Article 4, Section 10.40 of the McLean County Personnel Policies and Procedures Ordinance adopted August 17, 2004, and subsequently amended; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

5.92-1 That the following 10-day holiday schedule for McLean County employees who are not members of a recognized collective bargaining unit for the year 2006 shall be as follows:

New Year's Day	Monday	January 2, 2006 (Observed)
Martin Luther King Day	Monday	January 16, 2006
President's Day	Monday	February 20, 2006
Memorial Day	Monday	May 29, 2006
Independence Day	Tuesday	July 4, 2006
Labor Day	Monday	September 4, 2006
Veteran's Day	Friday	November 10, 2006
Thanksgiving Day	Thursday	November 23, 2006
Day after Thanksgiving	Friday	November 24, 2006
Christmas Day	Monday	December 25, 2006

5.92-2 That all County-paid employees covered by this ordinance shall comply with the holiday schedule stated in 5.92-1, and no such County employee shall receive compensation for any holiday other than those authorized above except that County-paid employees of the Circuit Court, i.e., Department 16 in Fund 001, shall comply with the holiday schedule adopted by the Eleventh Judicial Circuit.

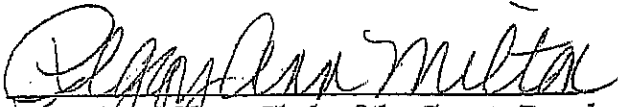
5.92-3 That this Ordinance shall be posted in the County Administrator's Office, in the lobby of the Law and Justice Center, in the lobby of the Government Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building, at the Public Library of Bloomington and Public Library of Normal, and on the County website at [www.mcleancountyil.gov](http://www.mcleancountyil.gov).

(2)

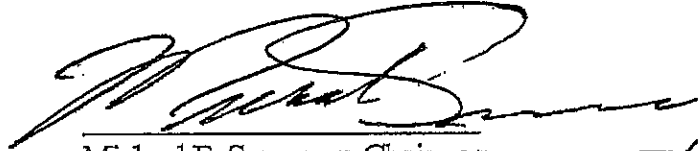
5.92-4 That the Ordinance Establishing a Holiday Schedule for County Employees for the Year 2005 is hereby repealed effective December 31, 2005.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of December, 2005.

ATTEST:

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

E:\john\cobd\holidays\_2006.ord

Members Sorensen/Renner moved the County Board approve a Request for Approval of an Ordinance Establishing a Holiday Schedule for County Employees for the Year 2006. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

**AN ORDINANCE AMENDING "AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA LOCATED PARTIALLY WITHIN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL AND UNINCORPORATED MCLEAN COUNTY AS AN ENTERPRISE ZONE"**

WHEREAS, the County of McLean did on December 18, 1984 did adopt an *Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, Town of Normal and Unincorporated McLean County as an Enterprise Zone*; and

WHEREAS, the County of McLean did on March 19, 1985 amend said Ordinance by revising the functions of the designated zone organizations and the powers and duties of the zone administrator; and

WHEREAS, the County of McLean did on October 15, 1985 amend said Ordinance by extending the duration of the Enterprise Zone and providing certain tax abatements therein; and

WHEREAS, the County of McLean did on July 15, 1986 amend said Ordinance by amending the territory included in the Enterprise Zone; and

WHEREAS, the County of McLean did on December 15, 1998 amend said Ordinance by extending the duration of the Enterprise Zone to December 31, 2005, and removing local tax incentives in the Enterprise Zone post December 31, 1998; and

WHEREAS, the County of McLean now desires to enact certain amendments to the Enterprise Zone to amend the territory included in the Enterprise Zone, to extend the duration of the Enterprise Zone to December 31, 2015; to adopt an Enterprise Zone certification fee; to enact a technical correction regarding the issuance of a Certificate of Eligibility for Sales Tax Exemption in order to claim a sales tax exemption on building materials for eligible projects; and to clarify that the local sales tax exemption on building materials for eligible projects is available for nonresidential projects; and

WHEREAS, a public hearing regarding such amendments has been held as provided by law; now, therefore

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

SECTION ONE: That Appendix "A" which is attached to the original *Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, Town of Normal and Unincorporated McLean County as an Enterprise Zone* and incorporated by reference in Section One of said Ordinance and amended by the Ordinance enacted on July 15, 1986 shall be, and the same is, hereby further amended to read as set forth in the Second Amended Appendix "A", a copy of which is attached hereto, marked Second Amended Appendix "A", and incorporated herein by reference.

SECTION TWO: That Section Three of said Ordinance, as amended, is hereby further amended to read as follows:

SECTION THREE: Duration. The duration of the zone shall be for a period extending not later than December 31, 2015.

SECTION THREE: That Section Eight of said Ordinance, as amended, is hereby further amended to add at the end of such Section Eight the following:

The Enterprise Zone Administrator is hereby authorized and directed to collect a certification fee from any applicant for construction or renovation in the Enterprise Zone in order to be certified as eligible for Enterprise Zone benefits. Such certification fee shall accompany Enterprise Zone application forms as developed by the administrator and shall be 1 per cent of construction and/or renovation costs determined at the time of certification of the project by the Enterprise Zone Administrator, provided, however, no fee shall exceed \$250,000. The certification fee collected by the Zone Administrator shall be disbursed as follows: 100 per cent to the Economic Development Council of the Bloomington-Normal Area.

SECTION FOUR: That Section Four of said Ordinance, as amended, is hereby further amended to read as follows:

SECTION FOUR: Local incentives with respect to the Enterprise Zone shall not be extended beyond December 31, 1998. Only the State incentives for an Enterprise Zone shall be available from and after January 1, 1999 through December 31, 2015. The exemption provided in Section Six with respect to retailers occupation taxes collected by the Illinois Department of Revenue, which taxes include, without limitation, the Home Rule Municipal Retailers' Occupation Tax, shall be deemed to be a State incentive for purposes of this Section Four.

SECTION FIVE: That Section Six of said Ordinance, as amended, is hereby further amended to read as follows:

SECTION SIX: Each retailer in Illinois who makes a sale of building materials to be incorporated into real estate in the Bloomington/Normal/McLean County Enterprise Zone, as supplemented and amended, by remodeling, rehabilitation or new construction, may deduct receipts from such sales when calculating retailers occupation taxes. No credit or refund of retailers occupation taxes shall be authorized or allowed unless the remodeling, rehabilitation or new construction to which the same relates (1) is a nonresidential improvement to the property; (2) is of the nature and scope for which a building permit is required by the McLean County Zoning Code and said required permit has been obtained; and (3) has received a certificate of eligibility from the Enterprise Zone Administrator qualifying the construction, a copy of which is required to be provided by the applicable retailer at the time of sale, along with a signed purchasers' statement and maintained by such retailer in its books and records for the purposes of documenting any such deduction.

**SECTION SIX:** That the provisions of said Ordinance as previously amended and as hereby amended, being an *Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as an Enterprise Zone* shall remain in full force and effect.

**SECTION SEVEN:** That the motion adopted on November 15, 2005, authorizing execution of an amendment to the Intergovernmental Agreement is hereby ratified in all respects.

**SECTION EIGHT:** That this Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law and from and after its approval by the Illinois Department of Commerce and Economic Opportunity.

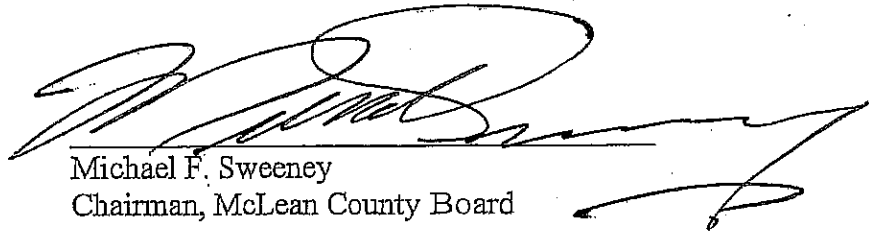
**SECTION NINE:** That the County Clerk be and she is hereby directed and authorized to publish this Ordinance in pamphlet form as required by law and forward a certified copy of this Ordinance to the Illinois Department of Commerce and Economic Opportunity for its approval and to file a certified copy of this Ordinance with County Clerk for McLean County.

**SECTION TEN:** That this Ordinance is adopted pursuant to the authority granted the County of McLean by the Illinois Enterprise Zone Act.

**SECTION ELEVEN:** That the Enterprise Zone Administrator is hereby authorized and directed to cause application to be made to the State of Illinois pursuant to the Illinois Enterprise Zone Act.

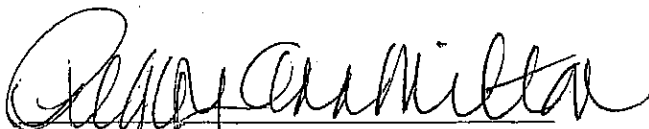
APPROVED this 20th day of December, 2006.

APPROVED:



Michael F. Sweeney  
Chairman, McLean County Board

ATTEST:



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

(SEAL)

AMENDED APPENDIX "A"

Point of Beginning: In the City of Bloomington, County of McLean, State of Illinois, at the intersection of the north right-of-way line of West Market Street and the western right-of-way line of Illinois Central Gulf Railroad tracks, thence southwesterly along said western right-of-way line to the intersection of the north right-of-way line of West Front Street and the east right-of-way line of South Lumber Street, thence southwesterly along said east right-of-way line of South Lumber Street to its intersection with the south right-of-way line of West Oakland Avenue. From this point, the boundary runs westerly along the south right-of-way line of Oakland Avenue/Oakland County Road to the west right-of-way line of Interstate 55-74. The boundary follows the western Interstate 55-74 right-of-way line northward to the south right-of-way line of West Washington Street. The boundary follows this right-of-way line westward until it intersects with the west right-of-way line of Emerson Street. The boundary follows this right-of-way line north and west until it intersects with the south right-of-way line of Illinois Route 9. The boundary then runs westward along the south right-of-way line of Route 9 until it reaches the intersection of Route 9 and the roadway commonly known as Old Peoria Road. From this point, the boundary runs northwest along the south right-of-way of Old Peoria Road to County Road 1100 East. The boundary then follows the west right-of-way line of 1100 East in a northerly direction to its intersection with County Highway 1B and U.S. Route 150. The boundary runs southeast from this intersection following the north right-of-way line of U. S. Route 150 to the east right-of-way line of Interstate 55-74. The east right-of-way line of Interstate 55-74 becomes the boundary of the zone as it runs south to the north right-of-way line of Illinois Route 9/West Market Street. The final segment of the boundary runs eastward along the north right-of-way line of Route 9/West Market Street to the Illinois Central Gulf Railroad tracks, the Point of Beginning.



## **SECOND AMENDED APPENDIX A**

The Legal Description of the original enterprise zone territory created by the Ordinance enacted on December 18, 1984, as amended and expanded by the Ordinance enacted on July 15, 1986, and the expanded enterprise zone territory created by this Ordinance enacted on December 20, 2005 are on file in the Office of the McLean County Clerk and are attached hereto by reference.



OFFICE OF THE ADMINISTRATOR

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


104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

December 7, 2005

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

From: John M. Zeunik 

Re: Ordinance Amending An Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as an Enterprise Zone

At the November County Board meeting, the Board approved an Ordinance Describing and Designating an Areas Located Partially within the City of Bloomington, the Town of Normal and Unincorporated McLean County as an Enterprise Zone. This Ordinance expanded the geographical boundaries of the Enterprise Zone to incorporate the Horizon Wind Farm that is scheduled to be built in eastern McLean County. After the three local governing bodies approved this Ordinance, the attorney for Horizon Wind Energy and the Enterprise Zone Coordinator, Illinois Department of Commerce and Economic Opportunity, discovered an omission and an error in the approved and Ordinance. The Legal Notice of the Public Hearing on the proposed expansion of the Enterprise Zone geographical boundaries failed to include notification that the term of the Enterprise Zone was being extended an additional ten (10) years to December 31, 2015. In addition, the Public Hearing that was held in November did not include as a part of the public record that the term of the Enterprise Zone was being extended for an additional ten (10) years. To remedy this omission, a second Legal Notice has been published and a second Public Hearing was held on Wednesday, December 7, 2005

The Ordinance approved in November also included specific language excluding any local sales tax abatement benefits for any business locating or expanding in the Enterprise Zone. The attorney for Horizon Wind Energy and the Enterprise Zone Coordinator advised the three local governments that State law provides no authority for units of local government to "decouple" the Enterprise Zone building materials exemption from local sales taxes and state sales taxes – in other words, to allow the exemption with respect to the state sales tax but not with respect to the local sales tax. After further researching this, the three local government counsels agree that it is not possible to limit the Enterprise Zone sales tax exemption to that portion of the sales tax due and payable to the State. This change in State law resulted from the retail merchants in Illinois lobbying the

The Honorable Chairman and Members of the Executive Committee  
December 7, 2005  
Page Two

State to standardize the Enterprise Zone building materials exemption so as to simplify the collection and reporting of the tax by the merchants to the Illinois Department of Revenue. Therefore, the amended Ordinance recognizes that the building materials exemption from sales tax will be applied to the local and state share of the sales tax.

For your information, Horizon Wind Energy has advised the three local governments that they anticipate purchasing \$26,600,000.00 of building materials from local businesses in McLean County. The locally purchased building materials include gravel and concrete. Based on the information provided by Horizon Wind Energy, the County's share of the sales tax that will be lost due to the Enterprise Zone exemption is estimated to be \$66,000.00 over the five year construction phase of the project.

Should you have any questions or concerns about the amended Ordinance, please call me at 888-5110.

Thank you.

October 7, 2005

**3 Foot-Wide Strip (connecting existing Enterprise Zone with Dawson Township  
Transmission Line Strip)**

A strip of land 3 feet wide in Townships 23 North, Range 2 East and 23 North, Range 3 East, of the Third Principal Meridian, Townships 24 North, Range 2 East and 24 North, Range 3 East, of the Third Principal Meridian, all in McLean County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Beginning at the Northeast Corner of Section 1, in said Township 23 North, Range 3 East of the Third Principal Meridian. From said Point of Beginning, thence west along the North Lines of Sections 1 through 6, inclusive, in said Township 23 North, Range 3 East to the Northwest Corner of said Section 6; thence west along the North Lines of Sections 1 through 5, inclusive, in said Township 23 North, Range 2 East to the Centerline of Western Avenue in the Northeast Quarter of said Section 5; thence south along the Centerline of said Western Avenue to the North Line of Market Street Right-of-Way and the Point of Terminus.

## Sub-Stations

### Arrowsmith O & M Facility:

All that part of the Southwest Quarter of the Northwest Quarter of Section 16, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, lying north of the N & W Railroad.

### Dawson Sub-Station:

The South 930 Feet of the East 1036 Feet of the Southwest Quarter of Section 12, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois.

### Interconnect Station:

#### Tract No. 1:

A part of the Southwest Quarter of Section 6, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at a point 23.75 chains east of the Southwest Corner of said Southwest Quarter, thence east 25.48 chains; thence north 40.16 chains to the North Line of said Southwest Quarter, thence west 30.14 chains to a point 19.13 chains east of the Northwest Corner of said Southwest Quarter; thence south 14 chains; thence east 4.62 chains; thence south 26.16 chains to the Point of Beginning, except the South 1,327 feet thereof.

#### Tract No. 2:

The West 50 feet of the South 1,327 feet of the following: A part of the Southwest Quarter of Section 6; Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at a point 23.75 chains east of the Southwest Corner of said Southwest Quarter; thence east 25.48 chains; thence north 40.16 chains to the North Line of said Southwest Quarter; thence west 30.14 chains to a point 19.13 chains east of the Northwest Corner of said Southwest Quarter; thence south 14 chains; thence east 4.62 chains; thence south 26.16 chains to the Point of Beginning.

### 200 Foot-Wide Transmission Line Strip

A strip of land 200 feet wide in Sections 3, 4, 5, 6, 10, 11 and 12 in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 100 feet on each side of the following described Centerline:

#### TL Centerline

Beginning at a point lying 2,492 feet north of the South Line of said Section 12 and 1,019 feet east of the West Line of said Section 12. From said Point of Beginning, thence north  $89^{\circ}-45'-15''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,495.14 feet; thence north  $00^{\circ}-14'-46''$  east 2,188.82 feet; thence north  $89^{\circ}-44'-58''$  west 4,457.44 feet; thence north  $00^{\circ}-15'-08''$  east 2,907.93 feet; thence north  $88^{\circ}-45'-04''$  west 18,441.14 feet to a point lying 190 feet south of the North Line of the Southwest Quarter of said Section 6, said point being on the East Line of the following described property and also being the Point of Terminus: A part of the Southwest Quarter of Section 6, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at a point 23.75 chains east of the Southwest Corner of said Southwest Quarter, thence east 25.48 chains; thence north 40.16 chains to the North Line of said Southwest Quarter, thence west 30.14 chains to a point 19.13 chains east of the Northwest Corner of said Southwest Quarter; thence south 14 chains; thence east 4.62 chains; thence south 26.16 chains to the Point of Beginning.

### 3 Foot Wide Connecting Strips (Dawson - Area 1)

A strip of land 3 feet wide lying 1.5 feet on each side of the following described Centerlines in Sections 1 through 14, inclusive, in Township 23 North, Range 4 East of the Third Principal Meridian, and Sections 31 through 36, inclusive, in Township 24 North, Range 4 East of the Third Principal Meridian, in McLean County, Illinois, more particularly described as follows:

#### Centerline No. D-1-B:

Beginning at the Northwest Corner of said Section 3. From said Point of Beginning, thence south along the West Line of said Section 3 to a point lying 1,295 feet north of the Southwest Corner of the Northwest Quarter of said Section 3 and the Point of Terminus.

#### Centerline No. D-1-C:

Beginning at the Northwest Corner of said Section 4. From said Point of Beginning, thence south along the West Line of said Section 4 to the Southwest Corner of said Section 4; thence south 1,435 feet along the West Line of the Northwest Quarter of said Section 9 to the Point of Terminus.

#### Centerline No. D-1-E:

Beginning at the Northeast Corner of said Section 10. From said Point of Beginning, thence south along the East Line of said Section 10 to a point lying 927 feet north of the Southeast Corner of said Northeast Quarter and the Point of Terminus.

#### Centerline No. D-1-F:

Beginning at the Southeast Corner of said Section 1. From said Point of Beginning, thence west along the South Lines of said Sections 1, 2 and 3 to the Southwest Corner of the Southeast Quarter of said Section 3 and the Point of Terminus.

#### Centerline No. D-1-G:

Beginning at the Southeast Corner of the Southwest Quarter of said Section 11. From said Point of Beginning, thence north along the East Line of said Southwest Quarter, the East Line of the Northwest Quarter of said Section 11 and the East Line of the Southwest Quarter of said Section 2 to a point lying 2,664 feet north of the Southeast Corner thereof and the Point of Terminus.

#### Centerline No. D-1-H:

Beginning at the Southeast Corner of said Section 12. From said Point of Beginning, thence west along the South Line of said Section 12 to the Southwest Corner thereof; thence west 85 feet along the South Line of said Section 11 to the Point of Terminus.

#### Centerline No. D-1-I:

Beginning at the Northeast Corner of the Southeast Quarter of said Section 13. From said Point of Beginning, thence west 2,292 feet along the North Line of said Southeast Quarter to the Point of Terminus.

**Centerline No. D-1- J:**

Beginning at the Northeast Corner of said Section 1. From said Point of Beginning, thence west along the North Lines of said Sections 1 through 6, inclusive to the Northwest Corner of said Section 6 and the Point of Terminus.

**3 Foot Wide Connecting Strips (Dawson - Area 2)**

A strip of land 3 feet wide lying 1.5 feet on each side of the following described Centerlines in Sections 20 through 33, inclusive and 36 in Township 23 North, Range 4 East of the Third Principal Meridian in McLean County, Illinois, more particularly described as follows:

**Centerline No. D-2-A:**

Beginning at the Northeast Corner of the Southeast Quarter of said Section 24. From said Point of Beginning, thence west along the North Line of said Southeast Quarter and the North Line of the Southwest Quarter of said Section 24 to the Northwest Corner of said Southwest Quarter; thence south along the West Line of said Southwest Quarter to the Southwest Corner thereof; thence west along the North Lines of said Sections 26, 27 and 28 to the Northwest Corner of said Section 28; thence south along the East Line of said Section 29 to the Southeast Corner thereof; thence west along the South Line of said Section 29 to the Southwest Corner thereof; thence south 862 feet along the West Line of said Section 32 to the Point of Terminus.

**Centerline No. D-2-B:**

Beginning at the Southeast Corner of the Southwest Quarter of said Section 29. From said Point of Beginning, thence north 770 feet along the West Line of said Southwest Quarter to the Point of Terminus

**Centerline No. D-2-C:**

Beginning at a point on the South Line of the Southwest Quarter of said Section 22 at a north-south road running through said Southwest Quarter. From said Point of Beginning, thence north, west, north and east along the Centerline of said north-south road to a point lying 27 feet south and 1,366 feet west of the Northeast Corner of the Southeast Quarter of said Southwest Quarter and the Point of Terminus.

**Centerline No. D-2-D:**

Beginning at the Southeast Corner of the Southwest Quarter of said Section 23. From said Point of Beginning, thence north 1,298 feet along the East Line of said Southwest Quarter and the Point of Terminus.

**Centerline No. D-2-E:**

Beginning at a point lying 1.5 feet west of the Northwest Corner of the Southwest Quarter of Section 19, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. From said Point of Beginning, thence north parallel with the East Line of the Southeast Quarter of said Section 25 to a point on a northwest-southeast road running through said Section 25; thence northwest along the Centerline of said northwest-southeast road to a point lying 686 feet west of the West Line of said Section 25 and the Point of Terminus.



**Centerline No. D-2-F:**

Beginning at the Northeast Corner of said Section 36. From said Point of Beginning, thence west along the North Line of said Section 36 to a point lying 279 feet east of the Northwest Corner of the Northeast Quarter of said Section 36 and the Point of Terminus.

### **3 Foot Wide Connecting Strips (Arrowsmith - Area 1)**

A strip of land 3 feet wide in Sections 1 through 16, inclusive, Township 23 North, Range 5 East of the Third Principal Meridian, Sections 1 and 12, Township 23 North, Range 4 East of the Third Principal Meridian, and Sections 31, 32 and 33 in Township 24 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 1.5 feet on each side of the following described Centerlines:

#### **Centerline No. A-1-A:**

Beginning at the Southwest Corner of said Section 9. From said Point of Beginning, thence east along the South Lines of said Sections 9 through 12, inclusive to the Southwest Corner of the Southeast Quarter of said Section 12 and the point of Terminus.

#### **Centerline No. A-1-B:**

Beginning at a point on the West Line of said Section 6 lying 2,243 feet south of the Northwest Corner thereof. From said Point of Beginning, thence south along said West Line to the Southwest Corner of said Section 6 and the Point of Terminus.

#### **Centerline No. A-1-D:**

Beginning at the Southwest Corner of said Section 12, Township 23 North, Range 5 East of the Third Principal Meridian in said McLean County. From said Point of Beginning, thence north 1,327 feet along the West Line of the Southwest Quarter of said Section 12 to the Point of Terminus.

#### **Centerline No. A-1-E:**

Beginning at a point on the West Line of the Northwest Quarter of said Section 1, Township 23 North, Range 5 East of the Third Principal Meridian, in said McLean County, lying 1,835 feet south of the Northwest Corner thereof. From said Point of Beginning, thence south along said West Line, the West Line of the Southwest Quarter of said Section 1 and the West Line of the Northwest Quarter of said Section 12, Township 23 North, Range 5 East of the Third Principal Meridian, in said McLean County, to a point lying 2,119 feet south of the Northwest Corner of the Northwest Quarter of said Section 12 and the Point of Terminus.

#### **Centerline No. A-1-F:**

Beginning at the Southeast Corner of said Section 8. From said Point of Beginning, thence north along the East Line of said Section 8 and the East Line of said Section 5 to the Northeast Corner thereof; thence west along the North Line of said Section 5 and the North Line of Section said 6 to the Northwest Corner thereof and the Point of Terminus.

#### **Centerline No. A-1-G:**

Beginning at the Southeast Corner of said Section 1. From said Point of Beginning, thence west along the South Lines of said Sections 1 through 6, inclusive, to the Southwest Corner of said Section 6 and the Point of Terminus

### **3 Foot Wide Connecting Strips (Arrowsmith - Area 2)**

A strip of land 3 feet wide in Sections 13, 14, 15, and 17 through 36, inclusive, in Township 23 North, Range 5 East of the Third Principal Meridian, Sections 13, 24, 25 and 36 in Township 23

North, Range 4 East of the Third Principal Meridian, and Section 30 in Township 23 North, Range 6 East of the Third Principal Meridian, all in McLean County, Illinois, and lying 1.5 feet on each side of the following described Centerlines:

**Centerline No. A-2-A:**

Beginning at a point on the North Line of the Northeast Quarter of said Section 32, Township 23 North, Range 5 East of the Third Principal Meridian, in said McLean County, lying 917 feet west of the Northeast Corner of said Northeast Quarter. From said Point of Beginning, thence west along the North Line of said Section 32 to the Northwest Corner thereof; thence north along the West Line of the Southwest Quarter of said Section 29 to the Northwest Corner thereof; thence west along the East-West Centerline of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, in said McLean County, to the Northwest Corner of the Southwest Quarter of said Section 30; thence south along the West Line of said Southwest Quarter and the West Line of the Northwest Quarter of said Section 31 to the Southwest Corner thereof; thence south 562 feet along the West Line of the Southwest Quarter of said Section 31 to the Point of Terminus.

**Centerline No. A-2-B:**

Beginning at the Southwest Corner of the Northwest Quarter of said Section 34. From said Point of Beginning, thence north along the West Line of said Northwest Quarter to a point lying 1,404 feet south of the Northeast Corner of the Northeast Quarter of said Section 33 and the Point of Terminus.

**Centerline No. A-2-C:**

Beginning at a point on the North Line of the Northeast Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian, in said McLean County, lying 2,507 feet west of the Northeast Corner of said Northeast Quarter. From said Point of Beginning, thence west along the North Line of said Northeast Quarter, the North Line of the Northwest Quarter of said Section 36 and the North Line of said Section 35 to the Northwest Corner thereof; thence south along the Northwest Quarter of said Section 35 to the Southwest Corner thereof; thence west along the East-West Centerlines of said Sections 34 and 33 to a point lying 1,260 feet east of the Southwest Corner of the Northwest Quarter of said Section 33 and the Point of Terminus.

**Centerline No. A-2-D:**

Beginning at the Northwest Corner of the Southwest Quarter of said Section 35. From said Point of Beginning, thence south along the West Line of said Southwest Quarter to a point lying 890 feet north of the Southwest Corner of said Southwest Quarter and the Point of Terminus.

**Centerline No. A-2-E:**

Beginning at the Northeast Corner of said Section 35. From said Point of Beginning, thence south along the East Line of said Section 35 to a point lying 433 feet north of the Southeast Corner of said Section 35 and the Point of Terminus.

**Centerline No. A-2-F:**

Beginning at the Southwest Corner of the Northwest Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian in said McLean County. From said Point of Beginning, thence east 2,329 feet along the South Line of said Northwest Quarter to the Point of Terminus.

**Centerline No. A-2-G:**

Beginning at the Northeast Corner of said Section 25. From said Point of Beginning, thence west along the North Line of said Section 25 to the Northwest Corner thereof and the Point of Terminus.

**Centerline No. A-2-H:**

Beginning at a point on the East Line of the Southeast Quarter of said Section 21 lying 1,729 feet north of the Southeast Corner thereof. From said Point of Beginning, thence south 1,729 feet along the East Line of said Southeast Quarter; thence west along the South Lines of said Sections 21 and 20 to the Southwest Corner of said Section 20; thence north along the West Line of said Section 20 to the Northwest Corner thereof; thence west along the North Line of said Section 19 to the Centerline of a North-South Road running through said Section 19 and the Point of Terminus.

**Centerline No. A-2-I:**

Beginning at the Southwest Corner of said Section 17. From said Point of Beginning, thence east along the South Line of said Section 17 to a point lying 1,090 feet east of the Southwest Corner of the Southeast Quarter of said Section 17 and the Point of Terminus.

**Centerline No. A-2-J:**

Beginning at the Southeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 19. From said Point of Beginning, thence west along the South Line of the Northeast Quarter of said Southeast Quarter to a point lying 953 feet east of the Northwest Corner of the Southwest Quarter of said Southeast Quarter and the Point of Terminus.

**Centerline No. A-2-K:**

Beginning at the Northeast Corner of the Southeast Quarter of said Section 13. From said Point of Beginning, thence south along the East Line of said Southeast Quarter to the Northwest Corner of the Southwest Quarter of said Section 18; thence east along the North Line of said Southwest Quarter to the centerline of a road running north-south through the Southwest Quarter of said Section 18 and the Point of Terminus.

**Centerline No. A-2-L:**

Beginning at the Northeast Corner of said Section 25. From said Point of Beginning, thence south along the West Line of said Section 25 to the Southwest Corner of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, in said McLean County and the Point of Terminus.

**Centerline No. A-2-M:**

Beginning at the Northeast Corner of the Southeast Quarter of Section 24, Township 23 North, Range 4 East of the Third Principal Meridian, in said McLean County. From said Point of Beginning, thence south along the West Line of the Northwest Quarter of said Section 19 to the Southwest Corner thereof; thence east along the South Line of said Northwest Quarter to the Centerline of road running north-south through said Section 19 and the Point of Terminus.

**Centerline No. A-2-N:**

Beginning at the Southeast Corner of said Section 23. From said Point of Beginning, thence north along the East Line of said Section 23 to the Northeast Corner thereof; thence west along the North Line of said Section 23 and the North Lines of said Sections 22 and 21 to the Northwest Corner of said Section 21; thence north along the East Line of said Section 17 to the

Northeast Corner thereof; thence west along the North Line of said Section 17 and said Section 18 to the intersection of the Centerline of a road running south through the Northwest Quarter of said Section 18; thence south along said Centerline of said road running north-south through said Northwest Quarter, the Southwest Quarter of said Section 18, the Northwest and Southwest Quarters of said Section 19 and the Northwest Quarter of Section 30 in said Township 23 North, Range 5 East to the South Line of said Northwest Quarter and the Point of Terminus.

**Centerline No. A-2-O:**

Beginning at a point on the South Line of the Southeast Quarter of said Section 20 at the Centerline of a north-south road. From said Point of Beginning, thence north along the Centerline of said north-south road to a point lying 337 feet south of the Northwest Corner of said Southeast Quarter and the Point of Terminus.

### 3 Foot Wide Connecting Strips (Cheneys Grove- Area 1)

A strip of land 3 feet wide lying 1.5 feet on each side of the following described Centerlines in Sections 1 through 12, inclusive, in Township 23 North, Range 6 East of the Third Principal Meridian, and Sections 31 through 35, inclusive in Township 24 North, Range 6 East of the Third Principal Meridian, all being in McLean County, Illinois, more particularly described as follows:

#### Centerline No. C-1-A:

Beginning at the Southwest Corner of the North Half of the Southwest Quarter of said Section 10. From said Point of Beginning, thence north along the West Line of said Section 10 to the Northwest Corner thereof; thence west along the North Line of Section 9 to the Northwest Corner of the Northeast Quarter of said Section 9; thence south along the West Line of said Northeast Quarter and the West Line of the Southeast Quarter of said Section 9 to the Southwest Corner of the North Half of the Southeast Quarter of said Section 9; thence west along the South Line of the North Half of the Southwest Quarter of said Section 9 and the South Line of the North Half of the South Half of said Section 8 to the Southwest Corner of the North Half of the Southwest Quarter of said Section 8; thence north along the West Lines of said Sections 8 and 5 to the Northwest Corner of said Section 5; thence east along the North Lines of said Sections 5, 4 and 3 to the Northeast Corner of said Section 3; thence south along the East Line of said Section 3 to the Southeast Corner thereof; thence east along the South Line of said Section 2 to a point lying 50 feet east of the Southwest Corner of the East Half of the Southeast Quarter of said Section 2 and the Point of Terminus.

#### Centerline No. C-1-B:

Beginning at the Northwest Corner of said Section 2. From said Point of Beginning, thence east along the North Line of the Northwest Quarter of said Section 2 to the Northeast Corner of said Northwest Quarter and the Point of Terminus.

#### Centerline No. C-1-C:

Beginning at a point on the East Line of the Southeast Quarter of said Section 7 lying 1,901 feet south of the Northeast Corner thereof. From said Point of Beginning, thence north along said East Line to the Northeast Corner of the Southeast Quarter of said Southeast Quarter and the Point of Terminus.

#### Centerline No. C-1-D:

Beginning at the Northwest Corner of said Section 3. From said Point of Beginning, thence south along the West Line of said Section 3 to a point lying 732 feet south of the Northwest Corner of the Southwest Corner of said Section 3 and the Point of Terminus.

#### Centerline No. C-1-E:

Beginning at the Northeast Corner of the Northwest Quarter of said Section 4. From said Point of Beginning, thence south along the East Line of said Northwest Quarter to a point lying 604 feet north of the Southeast Corner of said Northwest Quarter and the Point of Terminus.

#### Centerline No. C-1-F:

Beginning at the Southwest Corner of said Section 6. From said Point of Beginning, thence east along the South Line of said Section 6 to the Southeast Corner thereof; thence east 2,000 feet along the South Line of Southwest Quarter of said Section 5 to the Point of Terminus.

**Centerline No. C-1-G:**

Beginning at the Northeast Corner of said Section 6. From said Point of Beginning, thence west along the North Line of said Section 6 to a point lying 1,416 feet east of the Northwest Corner thereof and the Point of Terminus.

**Centerline No. C-1-H:**

Beginning at the Southwest Corner of the North Half of the Southwest Quarter of said Section 9. From said Point of Beginning, thence north along the West Line of said Section 9 to the Northwest Corner of the South Half of the Northwest Quarter of said Section 9 and the Point of Terminus.

**3 Foot Wide Connecting Strips (Cheneys Grove- Area 2)**

A strip of land 3 feet wide lying 1.5 feet on each side of the following described Centerlines in Sections 29, 30, 31 and 32 in Township 23 North, Range 6 East of the Third Principal Meridian, and Sections 25 and 36 in Township 23 North, Range 5 East of the Third Principal Meridian, all being in McLean County, Illinois, more particularly described as follows:

**Centerline No. C-2-A:**

Beginning at a point on the West Line of the East Half of the Northwest Quarter of said Section 30 lying 1,320 feet south of the Northwest Corner thereof. From said Point of Beginning, thence south along said West Line to the Southwest Corner thereof; thence west along the South Line of the Northwest Quarter of said Section 30 to the Southwest Corner of said Northwest Quarter and the Point of Terminus.

**Centerline No. C-2-B:**

Beginning at the Southwest Corner of the Southwest Quarter of said Section 30. From said Point of Beginning, thence east along the South Lines of said Sections 30 and 29 to a point lying 2,338 feet east of the Southwest Corner of the Southeast Quarter of said Section 29 and the Point of Terminus.

**Centerline No. C-2-C:**

Beginning at a point on the South Line of the Southwest Quarter of said Section 29 at a north-south road running through said Southwest Quarter. From said Point of Beginning, thence north along the Centerline of said north-south road to a point lying 126 feet north of the North Line of said Southwest Quarter and the Point of Terminus.

**Centerline No. C-2-D:**

Beginning at the Northwest Corner of the Northwest Quarter of said Section 31. From said Point of Beginning, thence south 1,321 feet along the West Line of said Northwest Quarter to the Point of Terminus.

**Centerline No. C-2-E:**

Beginning at a point on the West Line of the Southwest Quarter of said Section 30 lying 1,313 feet north of the Southwest Corner thereof. From said Point of Beginning, thence south 88°-54'-44" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 260.78 feet to the Point of Terminus.

### Wind Turbine No. D-1-2-1

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 1, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence south 2,243 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-29'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 935.99 feet to the Point of Terminus.

### Wind Turbine Nos. D-1-1-1 & 2 and D-1-4-1 and 2

All that portion of a strip of land 600 feet-wide lying within parcels of land known as P.I.N. (Parcel Identification Number) 23-01-100-003, 23-01-200-002 and 23-01-400-004, all being in Section 1 Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-1-1-1)

Centerline No. 1 being a part of said Section 1. Commencing at the Southeast Corner of the of said Section 1, thence north 1,382 feet along the East Line of the Southeast Quarter of said Section 1 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 89°-46'-05" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,276.63 feet; thence north 89°-35'-40" west 1,352.70 feet; thence north 00°-08'-00" east 2,589.39 feet; thence north 89°-31'-31" west 1,221.30 feet; thence south 00°-40'-53" 507.53 feet west to the Point of Terminus.

(D-1-1-2)

Centerline No 2 being a part of said Section 1. Commencing at the Southeast Corner of the of said Section 1, thence north 1,382 feet along the East Line of the Southeast Quarter of said Section 1; thence north 89°-46'-05" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,276.63 feet; thence north 89°-35'-40" west 1,352.70 feet; thence north 00°-08'-00" east 2,149.40 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 88°-40'-05" west 456.45 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(D-1-4-1)

Centerline No. 3 being a part of said Section 1. Commencing at the Southeast Corner of the of said Section 1, thence north 1,382 feet along the East Line of the Southeast Quarter of said Section 1; thence north 89°-46'-05" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,276.63 feet; thence north 89°-35'-40" west 1,352.70 feet; thence north 00°-08'-00" east 987.94 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence south 89°-36'-58" east 424.03 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.



(D-1-4-2)

Centerline No. 4 being a part of said Section 1. Commencing at the Southeast Corner of the of said Section 1, thence north 1,382 feet along the East Line of the Southeast Quarter of said Section 1; thence north  $89^{\circ}-46'-05''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,276.63 feet to the Point of Beginning of said Centerline No. 4. From said Point of Beginning, thence north  $02^{\circ}-02'-44''$  west 650.91 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. D-2-2-1 and D-2-4-2**

A strip of land 600 feet-wide being a part of the Northeast Quarter and the Southeast Quarter of Section 2, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-2-4-2)

Centerline No. 1: Commencing at the Southwest Corner of said Southeast Quarter, thence north 2664 feet along the West Line of said Southeast Quarter to the Point of Beginning of said Centerline No.1. From said Point of Beginning, thence south  $89^{\circ}-32'-36''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,737.93 feet to the Point of Terminus.

(D-2-2-1)

Centerline No. 2: Commencing at the Southwest Corner of said Southeast Quarter, thence north 2664 feet along the West Line of said Southeast Quarter, thence south  $89^{\circ}-32'-36''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 518.24 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north  $01^{\circ}-10'-11''$  west 711.07 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. D-2-4-1**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 2, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southeast Quarter, thence north 494 feet along the West Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $89^{\circ}-45'-06''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 813.48 feet to the Point of Terminus.

**Wind Turbine No. D-3-4-1 & 2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 3, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence west 1,352 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-09'-17''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean

County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,523.29 feet; thence north  $89^{\circ}-59'-16''$  west 1,212.69 feet to the Point of Terminus.

#### Wind Turbine No. D-3-4-3

A strip of land 600 feet-wide being in a part of the Southeast Quarter of Section 3, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence west 414 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-14'-37''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 857.28 feet to the Point of Terminus.

#### Wind Turbine Nos. D-4-2-1 & 2

All that portion of a strip of land 600 feet-wide lying within a parcel of land known as P.I.N. (Parcel Identification Number) 23-04-200-004, being in the Northeast Quarter of Section 4 Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-4-2-1)

Centerline No. 1: Commencing at the Southeast Corner of said Northeast Quarter, thence north 1,295 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $89^{\circ}-43'-18''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 668.83 feet; thence north  $89^{\circ}-53'-19''$  west 1,819.39 feet; thence south  $00^{\circ}-24'-39''$  west 466.77 feet to the Point of Terminus.

(D-4-2-2)

Centerline No. 2: Commencing at the Southeast Corner of said Northeast Quarter, thence north 1,295 feet along the East Line of said Northeast Quarter, thence north  $89^{\circ}-43'-18''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 668.83 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning; thence south  $00^{\circ}-11'-19''$  east 753.53 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### Wind Turbine Nos. D-4-3-1 & 2 and D-4-4-1

A strip of land 600 feet-wide being a part of the Southwest Quarter and the Southeast Quarter of Section 4, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 2,129 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-38'-17''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 718.08 feet; thence south  $77^{\circ}-16'-57''$  east 1,197.48 feet; thence south  $85^{\circ}-14'-00''$  east 798.49 feet; thence south  $75^{\circ}-32'-27''$  east 618.99 feet to the Point of Terminus. Also, a strip of land 100 feet-wide lying 50 feet on each side of the East Line of said Southwest

Quarter. Said strip is bounded on the north by said 600 foot-wide strip and on the south by the South Line of said Section 4.

**Wind Turbine No. D-4-4-2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 4, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence west 1,230 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-41'-09''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,645.01 feet to the Point of Terminus.

**Wind Turbine No. D-5-1-1**

All that portion of a strip of land 600 feet-wide lying in the West Half of the Northwest Quarter of Section 5, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of the West Half of said Northwest Quarter, thence west 47 feet along the North Line of said Northwest Quarter to Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-25'-33''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,659.47 feet; thence south  $89^{\circ}-48'-52''$  west 445.59 feet to the Point of Terminus.

**Wind Turbine Nos. D-5-3-1 & 2**

All that portion of a strip of land 600 feet-wide lying in the West Half of the Southwest Quarter of Section 5, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of the West Half of said Southwest Quarter, thence north 1,497 feet along the East Line of the West Half of said Southwest Quarter to Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-42'-34''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,163.96 feet; thence north  $02^{\circ}-26'-14''$  east 824.13 feet to the Point of Terminus. Also, the West 50 Feet of the West Half of said Southwest Quarter lying south of said strip.

**Wind Turbine Nos. D-5-4-1 & 2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 5, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-5-4-1)

Centerline No. 1: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,520 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $89^{\circ}-43'-04''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping

purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,106.56 feet; thence north 00°-37'-04" east 933.21 feet to the Point of Terminus.

(D-5-4-2)

Centerline No. 2: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,520 feet along the East Line of said Southeast Quarter, thence north 89°-43'-04" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 851.08 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 00°-56'-00" west 487.64 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### Wind Turbine Nos. D-6-3-1 & 2

All that portion of a strip of land 600 feet-wide lying within a parcel of land known as P.I.N. (Parcel Identification Number) 23-06-300-003, being in the Southwest Quarter of Section 6 Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-6-3-1)

Centerline No. 1: Commencing at the Southwest Corner of said Southwest Quarter, thence east 3,219 feet along the East Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-11'-15" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,041.31 feet; thence north 89°-41'-58" west 1,155.22 feet to the Point of Terminus.

(D-6-3-2)

Centerline No. 2: Commencing at the Southwest Corner of said Southwest Quarter, thence east 3,219 feet along the East Line of said Southwest Quarter, thence north 00°-11'-15" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,317.65 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-06'-39" west 462.95 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### Wind Turbine Nos. D-8-2-1 & 2

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 8, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,435 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-40'-50" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 751.40 feet; thence north 79°-41'-27" west 1,422.52 feet to the Point of Terminus.

**Wind Turbine No. D-9-1-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 9, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,401 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-56'-09" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 678.09 feet; thence north 88°-58'-45" east 525.79 feet to the Point of Terminus.

**Wind Turbine Nos. D-9-1-2 and D-9-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter and Northwest Quarter of Section 9, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-9-2-1)

Centerline No. 1: Beginning at the Northwest Corner of said Northeast Quarter. From said Point of Beginning, thence south along the East Line of said Northeast Quarter 1,715.84 feet; thence south 89°-09'-35" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,105.51 feet to the Point of Terminus.

(D-9-1-2)

Centerline No. 2: Beginning at a point on the East Line of said Northwest Quarter lying 1,301.65 feet south of the Northeast Corner of said Northwest Quarter. From said Point of Beginning, thence north 89°-43'-35" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 478.11 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. D-9-1-3**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 9, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of said Northwest Quarter, thence south 949 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-31'-41" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 870.69 feet to the Point of Terminus.

**Wind Turbine Nos. D-10-2-1, 2 & 3**

A strip of land 600 feet-wide being a part of the North Half of Section 10, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-10-2-1 & 3)

Centerline No. 1: Beginning at the Northwest Corner of the Northeast Quarter of said Section 10. From said Point of Beginning, thence south 1,729.70 feet along the West Line of said Northeast Quarter, thence south 89°-57'-55" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,074.60 feet, thence north 00°-19'-50" west 612.62 feet to the Point of Terminus.

(D-10-2-2)

Centerline No. 2 : Commencing at the Northwest Corner of the Northeast Quarter of said Section 10, thence south 1,729.70 feet along the West Line of said Northeast Quarter, thence south 89°-57'-55" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,142.86 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 00°-02'-37" east 507.53 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### Wind Turbine No. D-11-1-1

All that portion of a strip of land 600 feet-wide lying in the East Half of the Northwest Quarter of Section 11, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,225 feet along the East Line of said Northeast Quarter to Point of Beginning of said Centerline. From said Point of Beginning, thence south 88°-53'-59" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,325 feet, more or less to the West Line of said East Half and the Point of Terminus.

#### Wind Turbine Nos. D-11-3-1 & 2

All that portion of a strip of land 600 feet-wide lying in the South Half of the Southwest Quarter of Section 11, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of said Southwest Quarter, thence north 487 feet along the East Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-43'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 654.86 feet; thence north 51°-15'-49" west 1,304.93 feet to the Point of Terminus.

#### Wind Turbine No. D-11-4-1

All that portion of a strip of land 600 feet-wide lying in the South Half of the Southwest Quarter of Section 11, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of said Southwest Quarter, thence north 487 feet along the East Line of said Southwest Quarter to Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-43'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric

Engineers, Inc., Sheboygan, WI.) 654.86 feet; thence north 51°-15'-49" west 1,304.93 feet to the Point of Terminus.

**Wind Turbine Nos. D-12-1-1 & 2 and D-12-3-1 & 2**

All that portion of a strip of land 600 feet-wide in the Northwest Quarter and the Southeast Quarter of Section 12, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, lying south of the North Line of the South Half of said Northwest Quarter, and lying 300 feet on each side of the following described Centerlines:

(D-12-1-1)

Centerline No. 1: Commencing at the Southwest Corner of said Section 12, thence east 1,331 feet along the South Line of said Section 12 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-03'-08" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 3,686.20 feet; thence north 89°-45'-16" west 809.59 feet to the Point of Terminus.

(D-12-1-2)

Centerline No. 2: Commencing at the Southwest Corner of said Section 12, thence east 1,331 feet along the South Line of said Section 12; thence north 00°-03'-08" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 3,506.37 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 89°-41'-55" east 1,133.36 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(D-12-3-1)

Centerline No. 3: Commencing at the Southwest Corner of said Section 12, thence east 1,331 feet along the South Line of said Section 12; thence north 00°-03'-08" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,380.08 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence north 89°-45'-37" west 529.09 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(D-12-3-2)

Centerline No. 4: Commencing at the Southwest Corner of said Section 12, thence east 1,331 feet along the South Line of said Section 12; thence north 00°-03'-08" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,223.67 feet to the Point of Beginning of said Centerline No. 4. From said Point of Beginning, thence north 89°-45'-42" east 1,247.36 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. D-12-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 12, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of

said Northeast Quarter, thence east 535 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-32'-26" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 778.10 feet to the Point of Terminus.

#### **Wind Turbine Nos. D-13-4-1**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 13, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Southeast Quarter, thence west 2,292 feet along the North Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-31'-13" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,008.73 feet to the Point of Terminus.

#### **Wind Turbine No. D-13-4-2 & 3**

(D-13-4-2)

All that portion of a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline No. 1 lying within the Southeast Quarter of Section 13, and the Northeast Quarter of Section 24 in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois. Said Centerline being more particularly described as follows: Commencing at the Northeast Corner of said Southeast Quarter, thence west 90 feet along the North Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-14'-28" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,484.96 feet; thence north 88°-42'-31" west 726.01 feet to the Point of Terminus.

(D-13-4-3)

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline No. 2 in the Southeast Quarter of Section 13, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois. Said Centerline being more particularly described as follows: Commencing at the Northeast Corner of said Southeast Quarter, thence west 90 feet along the North Line of said Southeast Quarter; thence south 00°-14'-28" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 820.08 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 89°-45'-32" west 764.62 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### **Wind Turbine Nos. D-22-4-1 & 3**

All that portion of a strip of land 600 feet-wide lying within the parcels of land known as PIN (Parcel Identification Number) 23-22-400-006 in the Southeast Quarter of Section 22 and PIN (Parcel Identification Number) 23-22-300-00 in the Southwest Quarter of Section 22 and in said Southeast Quarter, in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:



(D-22-4-3)

Centerline No. 1: Beginning at a point 1,366 feet west and 27 feet south of the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 22. From said Point of Beginning, thence south  $88^{\circ}-57'-22''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,718.82 feet; thence south  $89^{\circ}-12'-46''$  east 1,041.59 feet; thence north  $00^{\circ}-32'-58''$  west 1,335.76 feet; thence south  $89^{\circ}-06'-46''$  east 315.54 feet to a point lying 955 feet west of the East Line of said Southeast Quarter; thence south  $00^{\circ}-53'-14''$  west 477.34 feet to the Point of Terminus.

(D-22-4-1)

Centerline No. 2: Commencing at a point 1,366 feet west and 27 feet south of the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 22, thence south  $88^{\circ}-57'-22''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,718.82 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $01^{\circ}-11'-38''$  west 640.10 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. D-22-4-2 and D-23-3-1**

All that portion of a strip of land 600 feet-wide lying within the parcels of land known as PIN (Parcel Identification Number) 23-27-200-010 in the Northeast Quarter of Section 27, PIN (Parcel Identification Number) 23-22-400-006 in the Southeast Quarter of Section 22 and PIN (Parcel Identification Number) 23-23-300-001 in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-23-3-1)

Centerline No. 1: Beginning at the Centerline of a Road running east and west through the Northeast Quarter of said Section 27 lying 12 feet west of the East Line of said Northeast Quarter. From said Point of Beginning, thence north 1,248 feet, more or less to a point on the North Line of said Northeast Quarter lying 19 feet west of the Northeast Corner thereof; thence; north  $00^{\circ}-05'-48''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,717.92 feet to a point lying 938 feet south of the North Line of the Southeast Quarter of said Section 22; thence south  $89^{\circ}-34'-55''$  east 925.53 feet; thence north  $00^{\circ}-25'-05''$  east 440.48 feet to the Point of Terminus.

(D-22-4-2)

Centerline No. 2: Commencing at the Centerline of a Road running east and west through the Northeast Quarter of said Section 27 lying 12 feet west of the East Line of said Northeast Quarter, thence north 1,248 feet, more or less to a point on the North Line of said Northeast Quarter lying 19.27 feet west of the Northeast Corner thereof; thence north  $00^{\circ}-05'-48''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 562.13 feet to the Point of Beginning of said Centerline No.2. From said Point of Beginning, thence north  $89^{\circ}-44'-39''$  west 1,128.67 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Also, a tract of land lying between the strips of land described in D-23-3-1 and D-22-4-3, more particularly described as follows: The North 300 feet of the East 655 feet of the parcel known as PIN (Parcel Identification Number) 23-22-400-006 in the Southeast Quarter of Section 22 and the East 325.54 feet of the South 338 feet of the North 638 feet of said parcel PIN (Parcel Identification Number) 23-22-400-006.

**Wind Turbine No. D-23-3-2**

All that portion of a strip of land 600 feet-wide in the Southeast Quarter of the Southwest Quarter of Section 23, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southwest Quarter, thence north 1,298 feet along the East Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-34'-55''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 538.13 feet; thence south  $00^{\circ}-25'-05''$  west 418.73 feet to the Point of Terminus.

**Wind Turbine No. D-24-2-1**

All that portion of a strip of land 600 feet-wide in the East Half of the Northeast Quarter of Section 24, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the East Half of said Northeast Quarter, thence east 30 feet along the South Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-11'-04''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,478.24 feet; thence south  $89^{\circ}-45'-06''$  east 660.25 feet to the Point of Terminus.

**Wind Turbine No. D-24-3-1**

All that portion of a strip of land 600 feet-wide in the Northwest Quarter of the Southwest Quarter of Section 24, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence east 30 feet along the North Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-04'-52''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 459.42 feet; thence south  $89^{\circ}-55'-08''$  east 363.14 feet to the Point of Terminus.

**Wind Turbine No. D-24-3-2**

All that portion of a strip of land 600 feet-wide in the Northwest Quarter of the Southwest Quarter of Section 24, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence east 1,248 feet along the North Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said

Point of Beginning, thence south 00°-36'-04" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,015.28 feet; thence south 89°-35'-33" west 472.27 feet to the Point of Terminus.

#### **Wind Turbine Nos. D-24-4-1, 2 & 3**

A strip of land 600 feet-wide in part of the Southeast Quarter of Section 24 and in part of the Northeast Quarter of Section 25 in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-24-4-2 & 3)

Centerline No. 1: Commencing at the Northeast Corner of said Southeast Quarter, thence west 1,338 feet along the North Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-15'-34" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,586.72 feet; thence north 89°-09'-47" east 1,137.88 feet to the Point of Terminus.

(D-24-4-1)

Centerline No. 2: Commencing at the Northeast Corner of said Southeast Quarter, thence west 1,338 feet along the North Line of said Southeast Quarter, thence south 00°-15'-34" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,375.13 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 88°-46'-47" west 1,213.18 feet to the Point of Terminus except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### **Wind Turbine Nos. D-25-1-1 and D-26-2-1**

All that portion of a strip of land 600 feet-wide in the East Half of the East Half of the Northeast Quarter of Section 26 and lying in a parcel of land in the Northwest Quarter of Section 25 known as P.I.N. (Parcel Identification Number) 23-25-100-00, all being in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at a point in the center of a east-west road running through said Northwest Quarter lying 686 feet east of the West Line of said Northwest Quarter. From said Point of Beginning, thence north 00°-11'-22" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,557.71 feet; thence north 80°-38'-59" west 119.83 feet; thence north 68°-28'-49" west 1,297 feet, more or less, to the West Line of the East Half of the East Half of the Northeast Quarter of said Section 26 and the Point of Terminus.

#### **Wind Turbine No. D-25-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 25, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Beginning at a point in the center of a east-west road running through said Northeast Quarter lying 615 feet east of the West Line of said Northeast Quarter. From said Point of Beginning, thence north 00°-26'-05" east (bearings

derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 954.93 feet to the Point of Terminus.

**Wind Turbine No. D-25-2-2**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 25, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Beginning at a point in the center of a east-west road running through said Northeast Quarter lying 1,746 feet east of the West Line of said Northeast Quarter. From said Point of Beginning, thence north 01°-01'-15" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 760.21 feet to the Point of Terminus.

**Wind Turbine No. D-29-3-2**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 29, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of said Southwest Quarter, thence west 1,361 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-23'-29" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,784.68 feet to the Point of Terminus.

**Wind Turbine No. D-29-3-3**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 29, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of said Southwest Quarter, thence north 770 feet along the East Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 88°-22'-39" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 818.00 feet to the Point of Terminus.

**Wind Turbine No. D-29-4-1**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 29, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southwest Corner of said Southeast Quarter, thence north 770 feet along the West Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 67°-32'-06" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 930.63 feet to the Point of Terminus.

**Wind Turbine Nos. D-30-4-1 & 2 and D-29-3-1**

A strip of land 600 feet-wide lying in the Southeast Quarter of Section 30 and the Southwest Quarter of Section 29 in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-30-4-1 & 2)

**Centerline No. 1:** Commencing at the Southwest Corner of said Southwest Quarter, thence east 33 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $00^{\circ}-05'-08''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 495.68 feet; thence north  $85^{\circ}-51'-57''$  west 991.81 feet; thence north  $02^{\circ}-40'-31''$  west 1,889.04 feet to the Point of Terminus.

(D-29-3-1)

**Centerline No. 2:** Commencing at the Southwest Corner of said Southwest Quarter, thence east 33 feet along the South Line of said Southwest Quarter; thence north  $00^{\circ}-05'-08''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 495.68 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $85^{\circ}-51'-57''$  east 416.69 feet to the Point of Terminus except any portion of the 600 foot-wide strip described along said Centerline No. 1. Except any portion lying with the West Half of the Southeast Quarter of said Section 30.

**Wind Turbine No. D-32-1-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 32, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Northwest Corner of said Northwest Quarter, thence south 862 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-16'-06''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 816.18 feet to the Point of Terminus.

**Wind Turbine Nos. D-36-2-1 & 2**

All that portion of a strip of land 600 feet-wide in the West Half of the Northeast Quarter of Section 36, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 279 feet along the North Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $04^{\circ}-01'-00''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 489.38 feet; thence south  $35^{\circ}-16'-04''$  east 1,394.67 feet to the Point of Terminus.

**Wind Turbine No. A-1-3-1**

All that portion of a strip of land lying within the P.I.N. (Parcel Identification Number) 24-01-300-001 in the Southwest Quarter of Section 1, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said strip being 600 feet-wide lying 300 feet on each side of the following described Centerline:

Commencing at the Southwest Corner of said Southwest Quarter, thence north 2,107 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-33'-5" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,124.77 feet to the Point of Terminus.

**Wind Turbine Nos. A-1-4-1 & 2 and C-6-3-1**

All that portion of a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines lying within the Southeast Quarter of Section 1, Township 23 North, Range 5 East of the Third Principal Meridian, the Southwest Quarter of Section 6, Township 23 North, Range 6 East of the Third Principal Meridian and the Northwest Quarter of Section 7, Township 23 North, Range 6 East of the Third Principal Meridian, all being in McLean County, Illinois.

(C-1-4-1)

Centerline No. 1: Commencing at the Southwest Corner of the Southeast Quarter of said Section 1, thence east 2,585 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-48'-16" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,783.49 feet; thence north 89°-50'-32" west 1,370.68 feet to the Point of Terminus.

(C-6-3-1)

Centerline No. 2: Commencing at the Southwest Corner of the Southeast Quarter of said Section 1, thence east 2,585 feet along the South Line of said Southeast Quarter; thence north 00°-48'-16" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 735.92 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-50'-40" east 1,124.58 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(C-1-4-2)

Centerline No. 3: Commencing at the Southwest Corner of the Southeast Quarter of said Section 1, thence east 2,585 feet along the South Line of said Southeast Quarter; thence north 00°-48'-16" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,251.52 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence north 89°-38'-46" west 407.28 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

### **Wind Turbine No. A-2-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 2, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,835 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 87°-39'-28" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,000.15 feet to the Point of Terminus.

### **Wind Turbine No. A-2-3-1**

A strip of land 600 feet-wide in the Southwest Quarter and the Southeast Quarter of Section 2, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,605 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-02'-23" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,407.79 feet; thence north 77°-08'-42" west 460.33 feet to the Point of Terminus.

### **Wind Turbine Nos. A-2-3-2 and A-3-4-2**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 2 and the Southeast Quarter of Section 3, all in Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines.

Centerline No. 1 is described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 2, thence east 9 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-42'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,794.00 feet; thence north 88°-36'-40" west 1,042.45 feet to the Point of Terminus.

Centerline No. 2 is described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 2, thence east 9 feet along the South Line of said Southwest Quarter; thence north 00°-42'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,350.43 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 76°-56'-52" east 530.02 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

### **Wind Turbine No. A-2-3-3**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 2, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southwest Corner of said Southwest Quarter, thence east 1,274 feet along the South Line of

said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 02°-10'-10" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,335.34 feet to the Point of Terminus.

**Wind Turbine No. A-2-4-1 & 2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 2, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,310 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-49'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 844.13 feet; thence north 67°-28'-45" west 1,369.04 feet to the Point of Terminus.

**Wind Turbine No. A-3-3-1**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 3, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southwest Quarter, thence west 636 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-04'-47" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,416.00 feet to the Point of Terminus.

**Wind Turbine Nos. A-3-2-1 and A-3-4-1**

All that portion of a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines in the Northwest Quarter, the Northeast Quarter, the Southwest Quarter and the Southeast Quarter of Section 3, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois:

**(A-3-2-1)**

Centerline No. 1 being a part of the said Northwest, Northeast, Southwest and Southeast Quarters. Beginning at the Southwest Corner of said Southeast Quarter, thence north 00°-00'-07" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 417.20 feet along the West Line of said Southwest Quarter; thence south 89°-10'-46" east 445.68 feet; thence north 00°-04'-03" west 2,508.81 feet; thence north 89°-48'-47" west 442.61 feet to the Point of Terminus.

**(A-3-4-1)**

Centerline No. 2 being a part of the said Southeast Quarter. Commencing at the Southwest Corner of said Southeast Quarter, thence north 00°-00'-07" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 417.20 feet along the West Line of said Southwest Quarter; thence south 89°-10'-46" east 445.68 feet; thence north 00°-04'-03" west 1,820.89 feet to the Point of Beginning. From said Point of Beginning, thence south 89°-48'-51" east 857.88



feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Excepting therefrom any portion of the above described property lying within PIN (Parcel Identification Number) 24-03-400-010 in said Southeast Quarter.

**Wind Turbine No. A-4-3-1**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 4, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southwest Corner of said Southwest Quarter, thence north 679 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $88^{\circ}-53'-57''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 815.39 feet to the Point of Terminus.

**Wind Turbine Nos. A-5-2-1 and A-5-4-1**

All that portion of the following described strips of land lying within PIN (Parcel Identification Number) 24-05-400-003 in the Northeast Quarter and the Southeast Quarter of Section 5, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Strips being 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-5-2-1)

Centerline No. 1. Commencing at the Northeast Corner of said Southeast Quarter, thence south 820 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $89^{\circ}-20'-06''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,528.41 feet; thence north  $00^{\circ}-29'-58''$  east 1,243.22 feet to the Point of Terminus.

(A-5-4-1)

Centerline No. 2. Commencing at the Northeast Corner of said Southeast Quarter, thence south 820 feet along the East Line of said Southeast Quarter; thence north  $89^{\circ}-20'-06''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,637.22 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north  $00^{\circ}-39'-54''$  east 343.47 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. A-6-4-1 & 2**

All that portion of the following described strips of land lying within the Southeast Quarter of Section 6, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, except the West 40 Acres thereof. Said Strips being 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-6-4-1)

Centerline No. 1. Commencing at the Southeast Corner of said Southeast Quarter, thence west 1,936 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $00^{\circ}-42'-59''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,857.57 feet; thence south  $89^{\circ}-46'-38''$  east 529.99 feet to the Point of Terminus.

(A-6-4-2)

Centerline No. 2. Commencing at the Southeast Corner of said Southeast Quarter, thence west 1,936 feet along the South Line of said Southeast Quarter, thence north  $00^{\circ}-42'-58''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 638.04 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $89^{\circ}-46'-41''$  east 1,191.87 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### **Wind Turbine Nos. A-7-1-1 & 2 and A-7-2-2**

A strip of land 600 feet-wide being a part of the Northwest Quarter and the Northeast Quarter of Section 7, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 500 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-11'-24''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 462.57 feet; thence south  $65^{\circ}-37'-34''$  east 1,031.95 feet; thence south  $78^{\circ}-40'-23''$  east 1,355.59 feet to the Point of Terminus.

#### **Access Road to A-7-1-2**

A strip of land 50 feet-wide being a part of the Northwest Quarter of Section 7, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 25 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence west 1,441 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-11'-24''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 556.46 feet to the North Line of said 600 foot-wide strip and the Point of Terminus.

#### **Access Road to A-7-2-2**

A strip of land 50 feet-wide being a part of the Northeast Quarter of Section 7, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 25 feet on each side of the following described Centerline: Commencing at the Northwest Corner of the Northwest Quarter of said Section 7, thence west 2,477 feet along the North Line of said Northwest Quarter and said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-11'-24''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 783.46 feet to the North Line of said 600 foot-wide strip and the Point of Terminus.

**Wind Turbine Nos. A-7-2-1 and A-8-1-1**

All that portion of the following described strips of land lying within the Southeast Quarter of Section 7, the Southeast Quarter of the Northeast Quarter of Section 7 and the Southwest Quarter of the Northwest Quarter of Section 8, all Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Strips being 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-7-2-1)

Centerline No. 1. Commencing at the Southeast Corner of the Southeast Quarter of said Section 7, thence west 69 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-13'-06" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 3,469.39 feet; thence south 89°-23'-00" west 431.09 feet to the Point of Terminus.

A-8-1-1)

Centerline No. 2. Commencing at the Southeast Corner of said Southeast Quarter, thence west 69 feet along the South Line of said Southeast Quarter, thence north 00°-13'-06" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 3,123.52 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-46'-57" east 1,126.34 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. A-7-3-1 & 2 and A-7-4-1 & 2**

A strip of land 600 feet-wide being a part of the Southeast Quarter and the Southwest Quarter of Section 7, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence west 935 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-04' 52" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,169.47 feet; thence north 65°-29'-14" west 1,102.16 feet; thence north 70°-18'-36" west 1,501.28 feet; thence north 89°-46'-16" west 956.41 feet to the Point of Terminus.

**Wind Turbine Nos. A-8-3-1 and A-8-4-1**

A strip of land 600 feet-wide being a part of the Southeast Quarter and the Southwest Quarter of Section 8, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,482 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-46' 31" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 705.98 feet; thence north 30°-25'-46" east 1,485.09 feet to the Point of Terminus.

**Wind Turbine No. A-8-4-2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 8, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Southeast Quarter, thence south 491 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-47' 36" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 846.63 feet to the Point of Terminus.

**Wind Turbine Nos. A-9-3-1 & 2**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-9-3-1)

Centerline No. 1 being a part of the Northwest Quarter and the Southwest Quarter of Section 9, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Beginning at the Northwest Corner of said Southwest Quarter. From said Point of Beginning, thence east 1,889 feet along the North Line of said Southwest Quarter; thence south 00°-02'-29" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 722.02 feet to the Point of Terminus.

(A-9-3-2)

Centerline No. 2 being a part of the Southwest Quarter of Section 9, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Beginning at a point on the North Line of said Southwest Quarter lying 869 feet east of the Northwest Corner of said Southwest Quarter. From said Point of Beginning, thence south 00°-26'-13" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 444.28 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Also, a strip of land 600 feet-wide lying 300 feet on each side of the North Line of said Southwest Quarter bounded on the west by the above described strips of land and bounded on the east by the East Lines of said Northwest and Southwest Quarters.

**Wind Turbine No. A-9-3-3**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 9, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 513 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 88°-58'-44" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 966.55 feet to the Point of Terminus.

**Wind Turbine Nos. A-9-4-1, 2 & 3**

A strip of land 600 feet-wide being a part of the Southwest Quarter and part of the Southeast Quarter of Section 9, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at the Northwest Corner of said Southeast Quarter, thence south 762.50 feet along the West Line of said Southeast Quarter; thence south 77°-02'-43" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,277.50 feet; thence south 89°-48'-17" east 891.48 feet; thence south 00°-08'-12" east 847.22 feet to the Point of Terminus.

**Wind Turbine No. A-10-1-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 10, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 487 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-02'-30" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,280.53 feet to the Point of Terminus.

**Wind Turbine No. A-10-2-1**

A strip of land 600 feet-wide lying being a part of the Northeast Quarter of Section 10, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 783 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-05'-23" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,873.02 feet to the Point of Terminus.

**Wind Turbine Nos. A-10-3-1 & 2 and A-10-4-1 & 2**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-10-3-1 & 2)

Centerline No. 1 being a part of the Southwest Quarter and the Southeast Quarter of Section 10, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,651 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-38'-01" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,738.32 feet; thence north 03°-17'-42" east 532.35 feet; thence north 89°-19'-56" west 1,234.32 feet to the Point of Terminus.

(A-10-4-1 & 2)

Centerline No. 2 being a part of the Southwest Quarter and the Southeast Quarter of Section 10, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,651 feet along the South Line of said Southwest Quarter, thence north 00°-38'-01" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,738.32 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 77°-55'-45" east 1,138.75 feet; thence south 67°-28'-05" east 1,369.06 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. A-11-1-1**

All that portion of a strip of land lying within the P.I.N. (Parcel Identification Number) 24-11-100-005 in the Northwest Quarter of Section 11, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said strip being 600 feet-wide lying 300 feet on each side of the following described Centerline:

Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,274 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-11'-19" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,137.57 feet; thence north 89°-24'-22" west 772.17 feet to the Point of Terminus.

**Wind Turbine No. A-11-2-1 & 2**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 11, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,739 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-49'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 953.29 feet; thence north 74°-02'-29" west 1,506.86 feet to the Point of Terminus.

**Wind Turbine Nos. A-11-4-1 & 2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 11, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-11-4-1)

Centerline No. 1: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,327 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 88°-40'-07" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,912.50 feet; thence north 01°-03'-22" east 448.55 feet to the Point of Terminus.

(A-11-4-2)

Centerline No. 2: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,327 feet along the East Line of said Southeast Quarter; thence north 88°-40'-07" west

(bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 640.90 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 00°-07'-30" east 735.49 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. A-12-1-1, A-12-3-1 & 2 and A-12-4-1**

A strip of land 600 feet-wide being a part of Section 12, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Section 12, thence south 2,119 feet along the West Line of said Section to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 84°-34'-14" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 790.98 feet; thence south 58°-22'-51" east 1,048.69 feet; thence south 60°-17'-31" east 1,046.32 feet; thence south 89°-50'-18" east 884.44 feet; thence south 00°-46'-20" west 815.97 feet to the Point of Terminus.

**Wind Turbine No. A-12-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 12, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 1,601 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 02°-03'-02" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 768.51 feet to the Point of Terminus.

**Wind Turbine No. A-12-3-3**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 12, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southwest Corner of said Southwest Quarter, thence north 482 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-23'-19" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 877.16 feet to the Point of Terminus.

**Wind Turbine Nos. A-13-1-2 and A-13-2-1**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-13-2-1)

Centerline No. 1 being a part of the Northwest Quarter and the Northeast Quarter of Section 13, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Beginning at the Northeast Corner of said Northwest Quarter. From said Point of Beginning, thence south 00°-22'-56" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.)

1,751.26 feet; thence south 00°-09'-46" west 328.32 feet; thence south 89°-50'-18" east 1,131.84 feet to the Point of Terminus.

(A-13-1-2)

Centerline No. 2 being a part of the Northwest Quarter of Section 13, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northwest Quarter, thence south 00°-22'-56" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,751.26 feet to the Point of Beginning. From said Point of Beginning, thence north 89°-50'-18" west 661.03 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. A-13-1-1**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline: Said Centerline being in a part of the Northwest Quarter of Section 13, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,272 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-41'-32" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,072.36 feet to the Point of Terminus.

**Wind Turbine Nos. A-14-1-1 & 2 and A-14-2-1 & 2**

A strip of land 600 feet-wide being a part of Section 14, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-14-2-1 & 2)

Centerline No. 1: Commencing at the Northeast Corner of the Northwest Quarter of said Section 14, thence west 6 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-23'-20" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,127.56 feet; thence south 01°-46'-55" east 461.48 feet; thence south 89°-49'-33" east 865.41 feet to the Point of Terminus.

(A-14-1-1 & 2)

Centerline No. 2: Commencing at the Northeast Corner of the Northwest Quarter of said Section 14, thence west 6 feet along the North Line of said Northwest Quarter; thence south 00°-23'-20" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,127.56 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning; thence south 89°-31'-37" west 690.29 feet; thence north 70°-46'-56" west 1,354.34 feet to the Point of Terminus. except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(A-14-2-1)

Centerline No. 3: Commencing at the Northeast Corner of the Northwest Quarter of said Section 14, thence west 6 feet along the North Line of said Northwest Quarter; thence south 00°-23'-20" west (bearings derived from Local Control Monumentation established in 1995 for McLean



County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 673.56 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning; thence south 89°-49'-34" east 1,120.59 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1

Also, excepting therefrom, any portion of the above described strips lying within the Southwest Quarter of said Section 14.

#### **Wind Turbine Nos. A-15-2-1, 2 & 3**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 15, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-15-2-3)

Centerline No. 1: Commencing at the Northeast Corner of said Northeast Quarter, thence west 960 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-22'-51" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,553.66 feet to the Point of Terminus.

(A-15-2-1)

Centerline No. 2: Commencing at the Northeast Corner of said Northeast Quarter, thence west 960 feet along the North Line of said Northeast Quarter, thence south 00°-22'-51" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 510.42 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-49'-02" east 756.98 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(A-15-2-2)

Centerline No. 3: Commencing at the Northeast Corner of said Northeast Quarter, thence west 960 feet along the North Line of said Northeast Quarter, thence south 00°-22'-51" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,808.17 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence north 89°-20'-23" west 1,251.14 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### **Wind Turbine No. A-16-1-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 16, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northwest Quarter, thence north 803 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 87°-57'-31" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 999.21 feet to the Point of Terminus.

**Wind Turbine Nos. A-17-4-1 & 2**

All that portion of the following described strips of land lying within the West Half of the Southeast Quarter of Section 7 and the South Half of the Southwest Quarter of Section 7, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Strips being 600 feet-wide lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the Southeast Quarter of said Section 7, thence east 1,090 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-14'-26''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 563.68 feet; thence north  $66^{\circ}-05'-56''$  west 1,457.62 feet to the Point of Terminus.

**Wind Turbine No. A-18-3-1**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 18, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at a point on the Centerline of a north-south road running through said Southwest Quarter lying 1,736 feet north of the South Line of said Southwest Quarter. From said Point of Beginning, thence south  $89^{\circ}-38'-54''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 817.72 feet to the Point of Terminus.

**Wind Turbine No. A-18-4-1 & 2**

A strip of land 600 feet-wide Centerline being a part of the Southeast Quarter of Section 18, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence west 453 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-37'-33''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 508.93 feet; thence north  $25^{\circ}-21'-56''$  west 1,426.72 feet to the Point of Terminus.

**Wind Turbine No. A-19-1-1 and A-19-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter and a part of the Northwest Quarter of Section 19, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Northwest Corner of said Northwest Quarter, thence east 2,362 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $01^{\circ}-12'-53''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,376.43 feet; thence south  $51^{\circ}-29'-25''$  east 1,359.81 feet to the Point of Terminus.

### **Wind Turbine Nos. A-19-4-1 & 2**

All that portion of a strip of land 600 feet-wide lying within the Northeast Quarter and the Southeast Quarter of Section 19, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of the Northeast Quarter of said Southeast Quarter, thence west 195 feet along the South Line of the Northeast Quarter of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $04^{\circ}-08'-45''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 530.14 feet; thence north  $04^{\circ}-20'-47''$  east 783.75 feet; thence north  $89^{\circ}-13'-39''$  west 1,109.84 to the Point of Terminus.

### **Wind Turbine No. A-19-4-3**

A strip of land 600 feet-wide being in the Southeast Quarter of Section 19, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of the Southwest Quarter of said Southeast Quarter, thence east 953 feet along the North Line of the Southwest Quarter of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-03'-14''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 828.22 feet to the Point of Terminus.

### **Wind Turbine No. A-20-4-1**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 20, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southeast Quarter, thence south 337 feet along the West Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $88^{\circ}-54'-29''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 818.45 feet to the Point of Terminus.

### **Wind Turbine No. A-20-4-2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 20, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of the Southwest Quarter of said Southeast Quarter, thence south  $86^{\circ}-51'-28''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 195.35 feet to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $87^{\circ}-14'-01''$  east 1,119.59 feet to the Point of Terminus.

### **Wind Turbine No. A-20-4-3**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 20, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet

on each side of the following described Centerline: Commencing at the Southwest Corner of said Southeast Quarter, thence east 1,020 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-39'-58''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 592.29 feet to the Point of Terminus.

#### **Wind Turbine Nos. A-21-1-1 & 2**

All that portion of a strip of land 600 feet-wide lying within the Northwest Quarter of Section 21, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of said Section 21, thence east 94 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-07'-02''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,969.08 feet; thence south  $89^{\circ}-47'-41''$  east 332.20 feet; thence south  $65^{\circ}-42'-26''$  east 1,391.69 feet to the Point of Terminus.

#### **Wind Turbine Nos. A-21-4-1 and A-21-3-1**

All that portion of a strip of land 600 feet-wide lying within the South Half of Section 21, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-21-3-1)

Centerline No. 1: Commencing at the Southwest Corner of said Section 21, thence east 2,664 feet along the South Line of said Section 21 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $00^{\circ}-33'-15''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,086.83 feet; thence north  $01^{\circ}-11'-36''$  east 453.47 feet; thence south  $87^{\circ}-43'-10''$  west 480.63 feet to the Point of Terminus.

(A-21-4-1)

Centerline No. 2: Commencing at the Southwest Corner of said Section 21, thence east 2,664 feet along the South Line of said Section 21; thence north  $00^{\circ}-33'-15''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,086.83 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $89^{\circ}-48'-04''$  east 1,061.17 feet; feet to the Point of Terminus.

#### **Wind Turbine No. A-21-4-2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 21, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,729 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-48'-20''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean

County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,191.69 feet to the Point of Terminus.

**Wind Turbine No. A-21-4-3**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 21, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 604 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-48'-22" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 835.62 feet to the Point of Terminus.

**Wind Turbine Nos. A-22-1-1**

All that portion of a strip of land 600 feet-wide lying within the Southeast Quarter of the Northwest Quarter and the East Half of the Northeast Quarter of the Northwest Quarter of Section 22, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of said Northwest Quarter, thence west 655 feet along the North Line of the Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-05'-33" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,748.60 feet; thence north 89°-21'-00" west 677 feet, more or less, to the West Line of the Southeast Quarter of said Northwest Quarter and the Point of Terminus.

**Wind Turbine Nos. A-22-1-2, A-22-2-1 and A-22-4-1**

A strip of land 600 feet-wide being a part of Section 22, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-22-4-1)

Centerline No. 1: Commencing at the Northeast Corner of said Section 22, thence west 2,659 feet along the North Line of said Section 22 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-11'-14" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 507.80 feet; thence south 00°-24'-35" west 2,024.67 feet; thence south 00°-47'-23" east 461.28 feet; thence south 89°-48'-49" east 1,019.72 feet to the Point of Terminus.

(A-22-2-1)

Centerline No. 2: Commencing at the Northeast Corner of said Section 22, thence west 2,659 feet along the North Line of said Section 22; thence south 00°-11'-14" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 507.80 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-48'-49" east 1,004.08 feet to

the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(A-22-1-2)

Centerline No. 3: Commencing at the Northeast Corner of said Section 22, thence west 2,659 feet along the North Line of said Section 22; thence south  $00^{\circ}-11'-14''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 507.80 feet; thence south  $00^{\circ}-24'-35''$  west 2,024.67 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence north  $89^{\circ}-48'-45''$  west 545.53 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### **Wind Turbine No. A-22-3-1**

The West 928 feet of the South 537 feet of the North Half of the Southwest Quarter of Section 22, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

#### **Wind Turbine No. A-25-2-1 & 2**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 394 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-45'-43''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 510.02 feet; thence south  $35^{\circ}-08'-28''$  east 1,372.79 feet to the Point of Terminus.

#### **Wind Turbine Nos. A-25-2-3, A-25-4-2 and C-30-3-1**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-25-2-3)

Centerline No. 1 being a part of the Northeast Quarter and a part of the Southeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Southeast Corner of said Northeast Quarter, thence north 44 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $86^{\circ}-32'-04''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 177.28 feet; thence north  $86^{\circ}-49'-22''$  west 644.40 feet; thence north  $00^{\circ}-08'-30''$  west 836.71 feet to the Point of Terminus.

(A-25-4-2)

Centerline No. 2 being a part of the Northeast Quarter and a part of the Southeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian and a part of the Southwest Quarter of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, all in McLean County, Illinois. Commencing at the Southeast Corner of said Northeast Quarter, thence north 44 feet along the East Line of said Northeast Quarter; thence north  $86^{\circ}-32'-04''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 177.28 feet

to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 07°-00'-43" east 528.48 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(C-30-3-1)

Centerline No. 3 being a part of the Southwest Quarter and a part of the Northwest Quarter of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Southeast Corner of the Northeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, thence north 44 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 3 From said Point of Beginning, thence south 86°-32'-04" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 354.29 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### Wind Turbine Nos. A-25-3-1 & 2 and A-25-4-1

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-25-3-1 & 2)

Centerline No. 1 being all that part of said strip lying in the East Half of the Northwest Quarter, a part of the East Half of the Southwest Quarter and a part of the Southeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Southeast Corner of said Southeast Quarter, thence west 2,643 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-27'-14" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,044.99 feet; thence north 02°-05'-26" west 797.97 feet; thence north 88°-28'-03" west 327.01 feet; thence north 55°-54'-14" west 1,211 feet, more or less, to the West Line of the East Half of said Southwest Quarter and the Point of Terminus.

(A-25-4-1)

Centerline No. 2 being a part of the Southeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois. Commencing at the Southeast Corner of said Southeast Quarter, thence west 2,643 feet along the South Line of said Southeast Quarter, thence north 00°-27'-14" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,044.99 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-50'-17" east 655.87 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### Wind Turbine Nos. A-29-1-1 & 2

(A-29-1-1)

All that portion of a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline No. 1 lying within the North Half of Section 29, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Centerline being more particularly described as follows: Commencing at the Northeast Corner of said Section 29, thence west 2,434 feet along the North Line of said Section 29 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 01°-05'-37" west (bearings derived

from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 47.32 feet; thence north  $88^{\circ}-54'-23''$  west 1,341.50 feet; thence north  $89^{\circ}-40'-32''$  west 1,318.90 feet; thence south  $04^{\circ}-24'-23''$  east 435.24 feet to the Point of Terminus.

(A-29-1-2)

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline No. 2 in the Northwest Quarter of Section 29, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Centerline being more particularly described as follows: Commencing at the Northeast Corner of said Section 29, thence west 2,434 feet along the North Line of said Section 29; thence south  $01^{\circ}-05'-37''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 47.32 feet; thence north  $88^{\circ}-54'-23''$  west 1,341.50 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $00^{\circ}-20'-31''$  east 909.18 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### **Wind Turbine No. A-29-2-1**

The East 531 feet of the North 2,024 feet of the Northeast Quarter of Section 29, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

#### **Wind Turbine Nos. A-29-3-1 & 2 and A-29-4-1, 2 & 3**

A strip of land 600 feet-wide being a part of the Southwest Quarter and a part of the Southeast Quarter of Section 29, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 552 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $85^{\circ}-14'-24''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 475.39 feet; thence south  $75^{\circ}-28'-23''$  east 1,328.20 feet; thence north  $84^{\circ}-41'-16''$  east 1,177.34 feet; thence south  $71^{\circ}-16'-15''$  east 1,095.22 feet; thence south  $72^{\circ}-59'-42''$  east 1,380.52 feet to the Point of Terminus.

#### **Wind Turbine Nos. A-30-2-1 and A-30-1-1**

A part of the Northeast Quarter and a part of the Northwest Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, being a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northeast Quarter, thence east 142 feet along the South Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-10'-59''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,016.90 feet; thence north  $89^{\circ}-41'-29''$  west 1,468 feet, more or less to a point on the West Line of the Southeast Quarter of said Northwest Quarter and the Point of Terminus. Also, the West 100 Feet of the Southeast Quarter of said Northwest Quarter lying south of the previously described strip of land.



**Wind Turbine No. A-30-2-2**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northeast Quarter, thence east 1,355 feet along the South Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-12'-19" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 534.23 feet; thence north 89°-32'-12" west 463.24 feet to the Point of Terminus, except therefrom, any portion of said strip of land lying within the East Half of said Northeast Quarter.

**Wind Turbine No. A-30-2-3**

The East 455 feet of the South 827 feet of the Northeast Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

**Wind Turbine No. A-30-2-4**

The West 350 feet of the East Half of the Northeast Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

**Wind Turbine No. A-30-3-1**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 538 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-43'-03" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 780.12 feet to the Point of Terminus.

**Wind Turbine Nos. A-31-3-1, 2 & 3**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 31, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 562 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-46'-28" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 684.21 feet; thence south 48°-49'-05" east 1,049.51 feet; thence south 26°-04'-47" east 1,431.07 feet to the Point of Terminus.

**Wind Turbine Nos. A-32-1-1 & 2**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 32, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-32-1-1)

Centerline No. 1: Commencing at the Northeast Corner of said Northwest Quarter, thence west 1,331 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south  $00^{\circ}-05'-48''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,169.80 feet; thence north  $89^{\circ}-31'-36''$  west 1,152.55 feet to the Point of Terminus.

A-32-1-2)

Centerline No. 2: Commencing at the Northeast Corner of said Northwest Quarter, thence west 1,331 feet along the North Line of said Northwest Quarter, thence south  $00^{\circ}-05'-48''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 459.21 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $89^{\circ}-31'-35''$  east 577.92 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

### Wind Turbine No. A-32-2-1

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 32, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence west 2,504 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-12'-25''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,035.43 feet to the Point of Terminus.

### Wind Turbine Nos. A-32-2-2 & 3

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 32, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-32-2-3)

Centerline No. 1: Commencing at the Northeast Corner of said Northeast Quarter, thence west 917 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south  $00^{\circ}-25'-12''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,101.84 feet; thence south  $01^{\circ}-11'-58''$  west 639.49 feet; thence south  $88^{\circ}-32'-36''$  east 658.52 feet to the Point of Terminus.

(A-32-2-2)

Centerline No. 2: Commencing at the Northeast Corner of said Northeast Quarter, thence west 917 feet along the North Line of said Northeast Quarter; thence south  $00^{\circ}-25'-12''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,101.84 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $88^{\circ}-48'-02''$

west 866.57 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(Access Road)

Commencing at the Northeast Corner of said Northeast Quarter, thence west 917 feet along the North Line of said Northeast Quarter; thence south  $00^{\circ}-25'-12''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,101.84 feet to the Point of Beginning of said Access Road. From said Point of Beginning, thence south  $85^{\circ}-26'-18''$  east 929 feet, more or less to the East Line of said Northeast Quarter and the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

### **Wind Turbine Nos. A-33-1-1 & 2**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 33, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-33-1-1)

Centerline No. 1: Commencing at the Southwest Corner of said Northwest Quarter, thence east 1,330 feet along the South Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $00^{\circ}-01'-37''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,157.77 feet; thence south  $89^{\circ}-18'-43''$  west 531.50 feet; thence north  $00^{\circ}-49'-24''$  west 1,507 feet, more or less, to the North Line of said Northwest Quarter and the Point of Terminus.

(A-33-1-2)

Centerline No. 2: Commencing at the Southwest Corner of said Northwest Quarter, thence east 1,330 feet along the South Line of said Northwest Quarter; thence north  $00^{\circ}-01'-37''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,157.77 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north  $89^{\circ}-18'-43''$  east 774.37 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(Access Road)

Commencing at the Southwest Corner of said Northwest Quarter, thence east 1,330 feet along the South Line of said Northwest Quarter; thence north  $00^{\circ}-01'-37''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,157.77 feet; thence south  $89^{\circ}-18'-43''$  west 531.50 feet; thence north  $00^{\circ}-49'-24''$  west 281.46 feet to the Point of Beginning of said Access Road. From said Point of Beginning, thence north  $85^{\circ}-26'-18''$  west 798 feet, more or less, to the West Line of said Northwest Quarter and the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerlines.

**Wind Turbine Nos. A-33-2-1, 2 & 3**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-33-2-1 & 2)

Centerline No. 1 being a part of the Northeast Quarter and a part of the Northwest Quarter of Section 33, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,404 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 89°-56'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 417.19 feet; thence north 86°-12'-04" west 995.00 feet; thence north 88°-29'-48" west 1,329.21 feet to the Point of Terminus.

(A-33-2-3)

Centerline No. 2 being a part of the Northeast Quarter of Section 33, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,404 feet along the East Line of said Northeast Quarter; thence north 89°-56'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 417.19 feet; thence north 86°-12'-04" west 995.00 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 00°-03'-02" east 651.77 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. A-33-3-1, 2 & 3 and A-32-4-1**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-33-3-1 & 2; A-32-4-1)

Centerline No. 1 being a part of the Southwest Quarter of Section 33 and a part of the Southeast Quarter of Section 32, all in Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northwest Corner of said Southwest Quarter, thence east 1,260 feet along the North Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-23'-10" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,485.50 feet; thence south 63°-52'-32" west 1,357.15 feet; thence north 67°-59'-19" west 1,331.21 feet to the Point of Terminus.

(A-33-3-3)

Centerline No. 2 being a part of the Southwest Quarter of Section 33, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northwest Corner of said Southwest Quarter, thence east 1,260 feet along the North Line of said Southwest Quarter; thence south 00°-23'-10" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,485.50 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 52°-13'-43" east 1,453.87 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. A-34-1-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 34, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northwest Quarter, thence north 821 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-48'-26" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 792.67 feet to the Point of Terminus.

**Wind Turbine No. A-34-1-2**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 34, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southwest Corner of said Northwest Quarter, thence east 1,546 feet along the South Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-08'-42" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 773.96 feet to the Point of Terminus.

**Wind Turbine No. A-34-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 34, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of said Northeast Quarter, thence south 439 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-01'-55" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 711.64 feet to the Point of Terminus.

**Wind Turbine No. A-34-2-2**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 34, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of said Northeast Quarter, thence west 794 feet along the South Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-44'-20" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 853.78 feet to the Point of Terminus.

**Wind Turbine Nos. A-35-1-1 & 2**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of said Northwest Quarter, thence east 764 feet along the North Line of said Northwest Quarter to

the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-11'-57" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 486.61 feet; thence south 77°-37'-19" east 1,335.74 feet to the Point of Terminus.

#### **Wind Turbine Nos. A-35-2-1 & 2**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-35-2-1)

Centerline No. 1 being a part of the Northwest Quarter and a part of the Northeast Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northeast Quarter, thence west 1,776 feet along the North Line of said Northeast Quarter; thence south 00°-10'-22" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,140.87 feet to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 89°-49'-35" west 1,058.86 feet to the Point of Terminus.

(A-35-2-2)

Centerline No. 2 being a part of the Northeast Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northeast Quarter, thence west 1,776 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 00°-10'-22" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,555.18 feet; thence south 89°-49'-39" east 506.44 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Excepting from the above described strips A-35-2-1 & 2 any portion lying within PIN (Parcel Identification Number) 24-35-200-006 and 24-35-200-007 in said Northeast Quarter.

#### **Wind Turbine Nos. A-35-3-1 & 2**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 890 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-12'-00" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,414.30 feet; thence south 00°-09'-12" west 769.03 feet to the Point of Terminus.

#### **Wind Turbine Nos. A-35-4-1, 2 & 3**

A strip of land 600 feet-wide being a part of the Southwest Quarter and part of the Southeast Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 433 feet along

the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-49'-49''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 867.94 feet; thence north  $00^{\circ}-04'-57''$  west 969.33 feet; thence south  $86^{\circ}-08'-02''$  west 444.13 feet; thence south  $77^{\circ}-27'-30''$  west 1,507.58 feet to the Point of Terminus.

**Wind Turbine Nos. A-36-1-1 & 2**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southwest Corner of said Northwest Quarter, thence east 2,329 feet along the South Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-21'-31''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 535.64 feet; thence north  $61^{\circ}-17'-13''$  west 1,363.20 feet to the Point of Terminus.

**Wind Turbine No. A-36-1-3**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 505 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-29'-57''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 850.52 feet to the Point of Terminus.

**Wind Turbine No. A-36-2-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter and a part of the Northeast Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence west 2,507 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-01'-18''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 762.22 feet to the Point of Terminus.

**Wind Turbine No. C-2-1-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,490 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-40'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 890.77 feet to the Point of Terminus.

**Wind Turbine Nos. C-2-1-2 and C-2-2-1**

A strip of land 600 feet-wide being a part of the North Half of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-2-2-1)

Centerline No. 1: Commencing at the Northeast Corner of said North Half, thence west 2,668 feet along the North Line of said North Half to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-35'-52" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,331.07 feet; thence south 00°-00'-20" east 578.47 feet; thence south 86°-24'-51" east 557.15 feet to the Point of Terminus.

(C-2-1-2)

Centerline No. 2: Commencing at the Northeast Corner of said North Half, thence west 2,668 feet along the North Line of said North Half; thence south 00°-35'-52" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,331.07 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 89°-53'-56" west 905.51 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. C-2-3-1**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence east 1,979 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 01°-00'-28" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,856.76 feet to the Point of Terminus.

**Wind Turbine No. C-2-4-1**

All that portion of a strip of land 600 feet-wide lying within the East Half of the Southeast Quarter of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County,



Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Southeast Quarter, thence south 777 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $89^{\circ}-53'-48''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,344 feet, more or less, to the West Line of said East Half and the Point of Terminus. Also, the West 50 Feet of the East Half of said Southeast Quarter lying south of said strip.

**Wind Turbine Nos. C-3-1-1 & 2 and C-3-2-1 & 2**

A strip of land 600 feet-wide being a part of the North Half of Section 3, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said North Half, thence north 1,926 feet along the West Line of said North Half to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $88^{\circ}-16'-38''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 491.14 feet; thence south  $73^{\circ}-52'-55''$  east 1,077.59 feet; thence south  $82^{\circ}-13'-08''$  east 1,171.84 feet; thence south  $69^{\circ}-03'-50''$  east 1,436.63 feet to the Point of Terminus.

**Wind Turbine Nos. C-3-3-1 & 2**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 3, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 732 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $89^{\circ}-52'-55''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 677.02 feet; thence south  $72^{\circ}-30'-01''$  east 1,451.25 feet to the Point of Terminus, except therefrom, any portion lying within the South Half of said Southwest Quarter.

**Wind Turbine Nos. C-3-4-1 & 2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 3, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,312 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-04'-33''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,405.22 feet; thence north  $00^{\circ}-07'-10''$  east 706.49 feet to the Point of Terminus.

**Wind Turbine Nos. C-4-1-1 & 2**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 4, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Northwest Quarter, thence north 604 feet along the East Line of said Northwest Quarter to

the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-52'-25" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 950.59 feet; thence north 65°-43'-33" west 1,331.96 feet to the Point of Terminus, except therefrom any portion lying within the Northwest Quarter of said Northwest Quarter.

#### **Wind Turbine No. C-5-1-1**

All that portion of a 600 feet-wide strip of land lying within the East Half of the Northwest Quarter of Section 5, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said East Half, thence east 62 feet along the North Line of said East Half to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-40'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,742.40 feet; thence south 89°-51'-37" east 1,087.54 feet to the Point of Terminus.

#### **Wind Turbine No. C-5-3-1**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 5, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 2,078 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-58'-45" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 710.19 feet; thence north 03°-22'-49" east 347.05 feet to the Point of Terminus.

#### **Wind Turbine Nos. C-5-3-2 & 3A**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 5, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-5-3-2)

Centerline No. 1: Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,000 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-08'-21" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,549.49 feet; thence north 89°-38'-42" west 693.97 feet to the Point of Terminus.

(C-5-3-3A)

Centerline No. 2: Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,000 feet along the South Line of said Southwest Quarter; thence north 00°-08'-21" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 483.92 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 89°-51'-39" west 482.91 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. C-6-1-1 & 2 and C-6-3-2**

A strip of land 600 feet-wide being a part of the Northwest Quarter and part of the Southwest Quarter of Section 6, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-6-1-2 and C-6-3-2)

Centerline No. 1: Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,416 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-15'-47" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,745.83 feet; thence south 89°-32'-05" east 1,401.55 feet, more or less, to the East Line of said Southwest Quarter and the Point of Terminus.

(C-6-1-1)

Centerline No. 2: Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,416 feet along the North Line of said Northwest Quarter; thence south 00°-15'-47" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,392.56 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 89°-50'-44" west 1,195.64 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. C-6-4-2**

A strip of land 600 feet-wide being a part of Section 6 Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at the Northeast Corner of the Southeast Quarter of said Section 6. From said Point of Beginning, thence north 89°-51'-15" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 666.40 feet; thence south 00°-08'-48" west 432.91 feet to the Point of Terminus.

Excepting therefrom any portion of the above described strips lying within the Northeast Quarter of said Section 6.

**Wind Turbine Nos. C-7-1-1 & 2 and C-7-2-1**

A strip of land 600 feet-wide being a part of the North Half of Section 7, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-7-1-1 & 2)

Centerline No. 1: Commencing at the Northeast Corner of the Northwest Quarter of said Section 7, thence west 12 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 01°-34'-56" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 904.00 feet; thence north 89°-50'-58" west 461.33 feet; thence north 66°-16'-04" west 1,335.71 feet to the Point of Terminus.

(C-7-2-1)

Centerline No. 2: Commencing at the Northeast Corner of the Northwest Quarter of said Section 7, thence west 12 feet along the North Line of said Northwest Quarter; thence south  $01^{\circ}-34'-56''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 904 feet; thence north  $89^{\circ}-50'-58''$  west 461.33 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $60^{\circ}-40'-22''$  east 1,711.06 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. C-7-2-2**

A strip of land 600 feet-wide being in the Northeast Quarter of Section 7, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of the Southeast Quarter of said Northeast Quarter, thence south 599 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-08'-16''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 940.25 feet to the Point of Terminus.

**Wind Turbine Nos. C-7-4-1 & 2 and C-7-3-1 & 2**

A strip of land 600 feet-wide being a part of the South Half of Section 7, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-7-4-1 and C-7-3-1 & 2)

Centerline No. 1: Commencing at the Northeast Corner of the Southeast Quarter of said Section 7, thence south 1,901 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south  $89^{\circ}-41'-35''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,221.05 feet; thence north  $00^{\circ}-26'-00''$  east 445.62 feet; thence north  $73^{\circ}-33'-59''$  west 1,087.32 feet; thence north  $49^{\circ}-53'-22''$  west 1,395.48 feet to the Point of Terminus.

(C-7-4-2)

Centerline No. 2: Commencing at the Northeast Corner of the Southeast Quarter of said Section 7, thence south 1,901 feet along the East Line of said Southeast Quarter, thence south  $89^{\circ}-41'-35''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,170.86 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning; thence north  $01^{\circ}-28'-26''$  west 448.10 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Except therefrom, any portion of said strips lying within the Northwest Quarter of said Southeast Quarter.

### **Wind Turbine No. C-8-2-1A**

All that portion of a 600 foot-wide strip of land lying within the South Half of the Northeast Quarter of Section 8, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of the South Half of said Northeast Quarter, thence south 13 feet along the East Line of the South Half of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $89^{\circ}-17'-42''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,630.45 feet; thence south  $06^{\circ}-20'-54''$  east 469.34 feet to the Point of Terminus.

### **Wind Turbine No. C-8-2-2A**

A strip of land 600 feet-wide being in the Northeast Quarter of Section 8, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Northeast Quarter, thence north 393 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-31'-27''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,032.92 feet to the Point of Terminus.

### **Wind Turbine No. C-8-3-1A**

All that portion of a strip of land 600 feet-wide lying within the Northeast Quarter of the Southwest Quarter of Section 8 and the Southeast Quarter of the Northwest Quarter of said Section 8 in Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 6, thence east 46 feet along the South Line of the Northeast Quarter of said Southwest Quarter to the Point of Beginning. From said Point of Beginning, thence north  $00^{\circ}-57'-21''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,330.95 feet; thence north  $86^{\circ}-57'-09''$  east 401.29 feet to the Point of Terminus.

### **Wind Turbine No. C-8-3-2A**

A strip of land 600 feet-wide being in the Northeast Quarter of the Southwest Quarter of Section 8 and in the Northwest Quarter of the Southeast Quarter of said Section 8, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of the Northeast Quarter of said Southwest Quarter, thence west 158 feet along the South Line of the Northeast Quarter of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-04'-02''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 848.53 feet to the Point of Terminus.

**Wind Turbine No. C-9-2-1**

A strip of land 600 feet-wide being in the Northeast Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 1,846 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-06'-07" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 817.98 feet to the Point of Terminus.

**Wind Turbine No. C-9-3-1A**

A strip of land 600 feet-wide being in the Southwest Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 311 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-19'-09" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 655.71 feet to the Point of Terminus.

**Wind Turbine Nos. C-9-3-2A**

A strip of land 600 feet-wide lying in the Southwest Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the North Half of said Southwest Quarter, thence east 1,376 feet along the South-Line of the North Half of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 01°-09'-13" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 738.74 feet to the Point of Terminus.

**Wind Turbine No. C-9-4-1**

A strip of land 600 feet-wide being in the Northeast Quarter and the Southeast Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at the Northeast Corner of said Southeast Quarter. From said Point of Beginning, thence west 839.79 feet along the North Line of said Southeast Quarter; thence south 00°-39'-30" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 605.15 feet to the Point of Terminus.

**Wind Turbine Nos. C-10-1, 2 & 3 and C-10-2-1**

A strip of land 600 feet-wide being a part of the North Half of Section 10, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said North Half, thence north 1,969 feet along the West Line of said North Half to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-38'-06" east (bearings derived

from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 507.21 feet; thence south  $74^{\circ}-16'-09''$  east 1,001.99 feet; thence south  $61^{\circ}-00'-49''$  east 1,003.76 feet; thence south  $79^{\circ}-15'-32''$  east 1,401.93 feet to the Point of Terminus.

#### **Wind Turbine Nos. C-10-3-1 & 2**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 10, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-10-3-1)

Centerline No. 1: Commencing at the Northwest Corner of said Southwest Quarter, thence south 1,279 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $89^{\circ}-44'-16''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,862.29 feet; thence north  $00^{\circ}-56'-29''$  west 753.47 feet to the Point of Terminus.

(C-10-3-2)

Centerline No. 2: Commencing at the Northwest Corner of said Southwest Quarter, thence south 1,279 feet along the West Line of said Southwest Quarter; thence north  $89^{\circ}-44'-15''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 716.33 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north  $00^{\circ}-11'-30''$  west 839.15 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### **Wind Turbine No. C-11-1-1**

A strip of land 600 feet-wide being in the Northwest Quarter of Section 11, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,693 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-49'-51''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,198.97 feet to the Point of Terminus.

#### **Wind Turbine Nos. C-29-1-1 and C-29-2-1**

A strip of land 600 feet-wide being a part of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-29-1-1)

Centerline No. 1: Beginning at a point on the Centerline of a north-south road in the West Half of said Section 29 lying 126 feet north of the South Line of the Northwest Quarter of said Section 29. From said Point of Beginning, thence south  $89^{\circ}-48'-52''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-

metric Engineers, Inc., Sheboygan, WI.) 2,050.34 feet; thence north 00°-32'-56" east 1,184.75 feet to the Point of Terminus.

(C-29-2-1)

Centerline No. 2: Commencing at a point on the Centerline of a north-south road in the West Half of said Section 29 lying 126 feet north of the South Line of the Northwest Quarter of said Section 29, thence south 89°-48'-52" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,050.34 feet; thence north 00°-32'-56" east 21.12 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-27'-04" east 871.23 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### Wind Turbine No. C-29-3-1

A strip of land 600 feet-wide being in the Southwest Quarter of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at a point in the center of a north-south road running through said Southwest Quarter lying 1,268 feet north of the South Line of said Southwest Quarter. From said Point of Beginning, thence north 89°-32'-45" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 731.00 feet; thence north 00°-34'-02" west 611.71 feet to the Point of Terminus.

#### Wind Turbine No. C-29-3-2

A strip of land 600 feet-wide being in the South Half of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the Southeast Quarter of said Section 29, thence east 243 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-21'-13" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 909.81 feet; thence north 89°-51'-45" west 543.74 feet to the Point of Terminus.

#### Wind Turbine No. C-29-4-1 & 2

A strip of land 600 feet-wide being in the Southeast Quarter of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southeast Quarter, thence east 2,338 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-20'-35" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,485.94 feet; thence north 52°-58'-35" west 1,341.79 feet to the Point of Terminus.



### **Wind Turbine Nos. C-30-1-1 and C-30-2-1 & 2**

A strip of land 600 feet-wide being a part of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-30-1-1 and C-30-2-2)

Centerline No. 1: Beginning at a point on the West Line of the East Half of the Northwest Quarter of said Section 30 lying 1,320 feet south of the Northwest Corner thereof. From said Point of Beginning, thence south  $65^{\circ}-07'-24''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 628.02 feet; thence south  $56^{\circ}-38'-47''$  east 913.61 feet; thence south  $00^{\circ}-54'-45''$  west 578.52 feet; thence north  $88^{\circ}-18'-52''$  east 1,276.87 feet to the Point of Terminus, except therefrom any portion lying within the West Half of the Northwest Quarter of said Section 7.

(C-30-2-1)

Centerline No. 2: Commencing at a point on the West Line of the East Half of the Northwest Quarter of said Section 30 lying 1,320 feet south of the Northwest Corner thereof, thence south  $65^{\circ}-07'-25''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 628.02 feet; thence south  $56^{\circ}-38'-47''$  east 913.61 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $85^{\circ}-13'-09''$  east 493.64 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

### **Wind Turbine No. C-30-3-1**

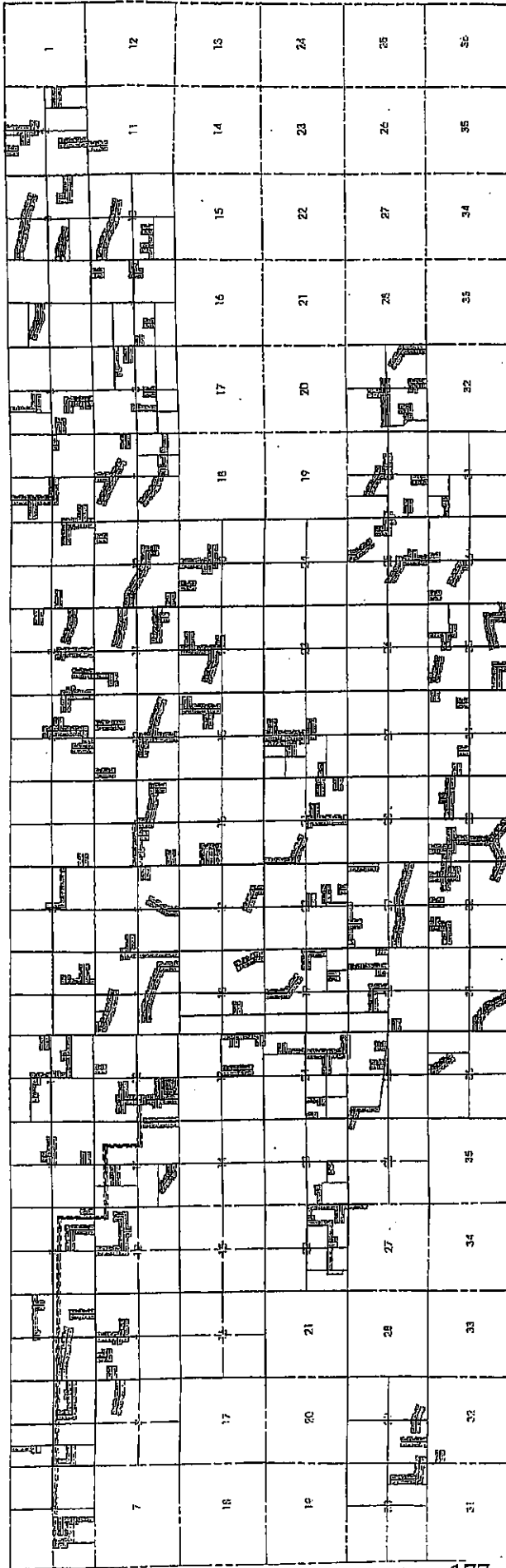
A strip of land 600 feet-wide being in the Southwest Quarter of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 1,313 feet along the West Line of said Southwest Quarter; thence south  $88^{\circ}-54'-44''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 260.78 feet to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $88^{\circ}-54'-44''$  east 870.87 feet to the Point of Terminus.

### **Wind Turbine No. C-30-3-2**

A strip of land 600 feet-wide being in the Southwest Quarter of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence west 2,311 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-19'-30''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,109.40 feet to the Point of Terminus.

**Wind Turbine No. C-31-1-1**

All that portion of a strip of land 600 feet-wide lying in the Northwest Quarter of the Northwest Quarter of Section 31, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence south 1,321 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-57'-41''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 981.87 feet; thence north  $00^{\circ}-02'-19''$  west 434.04 feet to the Point of Terminus.



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DAWSON      ARROWSMITH      CHENEYS GROVE

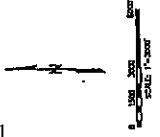
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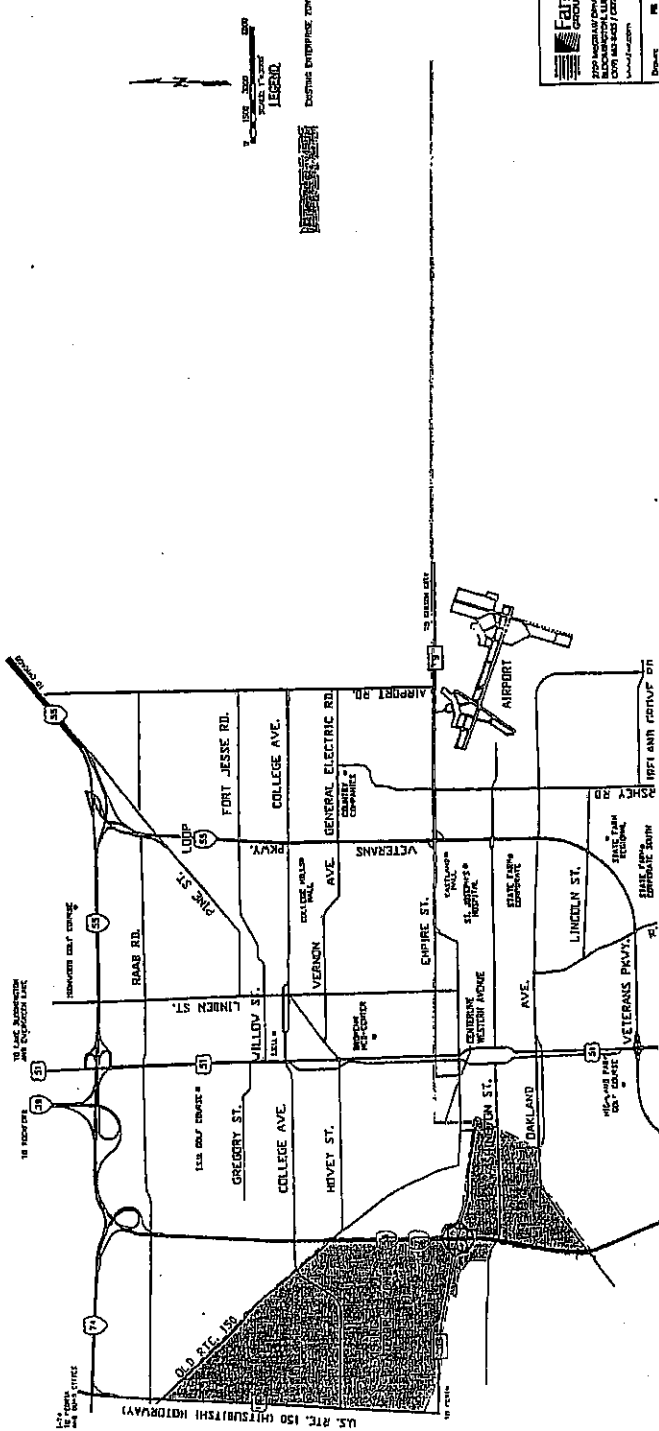
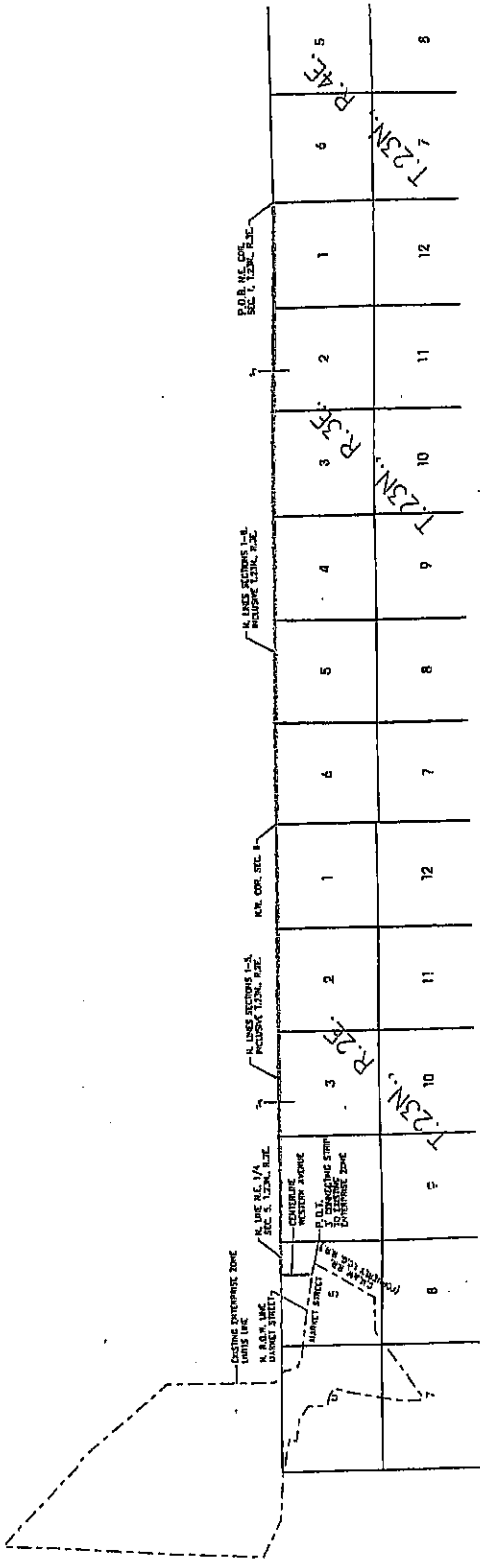
**Fairisworth Group**  
 2700 MacArthur Park  
 City Center / 20th Floor  
 www.fairisworth.com

ENTERPRISE ZONE  
 WIND FARM  
 McLEAN COUNTY, ILLINOIS

Sheet No. 1 of 35  
 Project No. 1037442, Part No. 247596

Scale: 1" = 200'





**Fairbairn**  
**CO.**  
 200 W. MAIN ST.  
 MORGANSPARK, ILLINOIS 61759  
 CHRYSLER FINANCIAL GROUP

ENTERPRISE ZONE  
 WIND FARM  
 MALEAN COUNTY, ILLINOIS

Sheet No. 2 of 15  
 Project No. 037402, File No. 24-7590

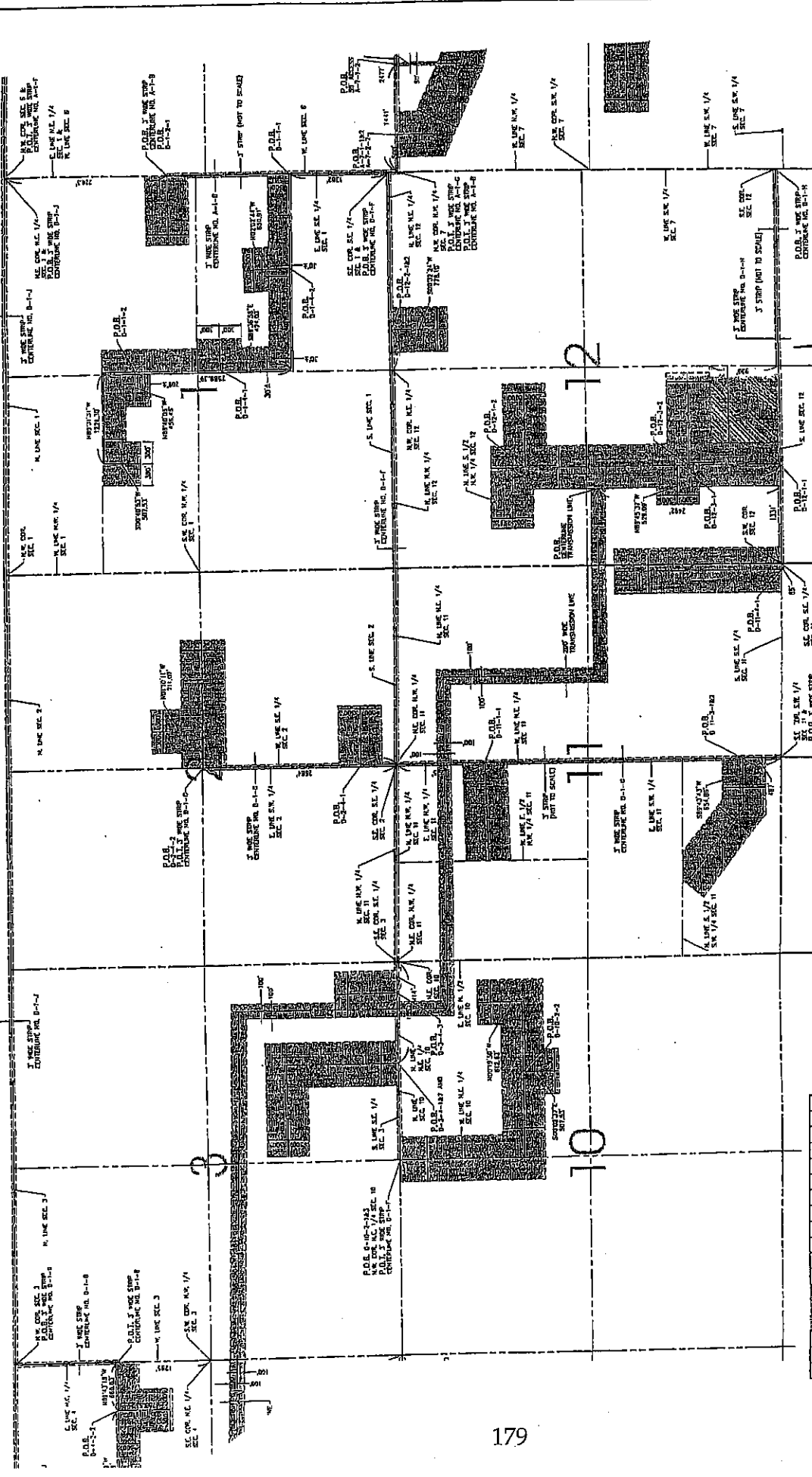
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**Fairsworth**  
 ENGINEERS  
 1000 W. 10th St., Suite 100  
 Des Moines, IA 50319  
 (515) 281-1111  
 www.fairsworth.com

**ENTERPRISE ZONE  
 DAWSON TOWNSHIP  
 SECTIONS 1-3, 10-12**

**WARD FARM  
 McLEAN COUNTY, ILLINOIS**

Book No. \_\_\_\_\_ Sheet No. **3** of **15**  
 Date: \_\_\_\_\_  
 Project No. **1077402** File No. **24-7590**

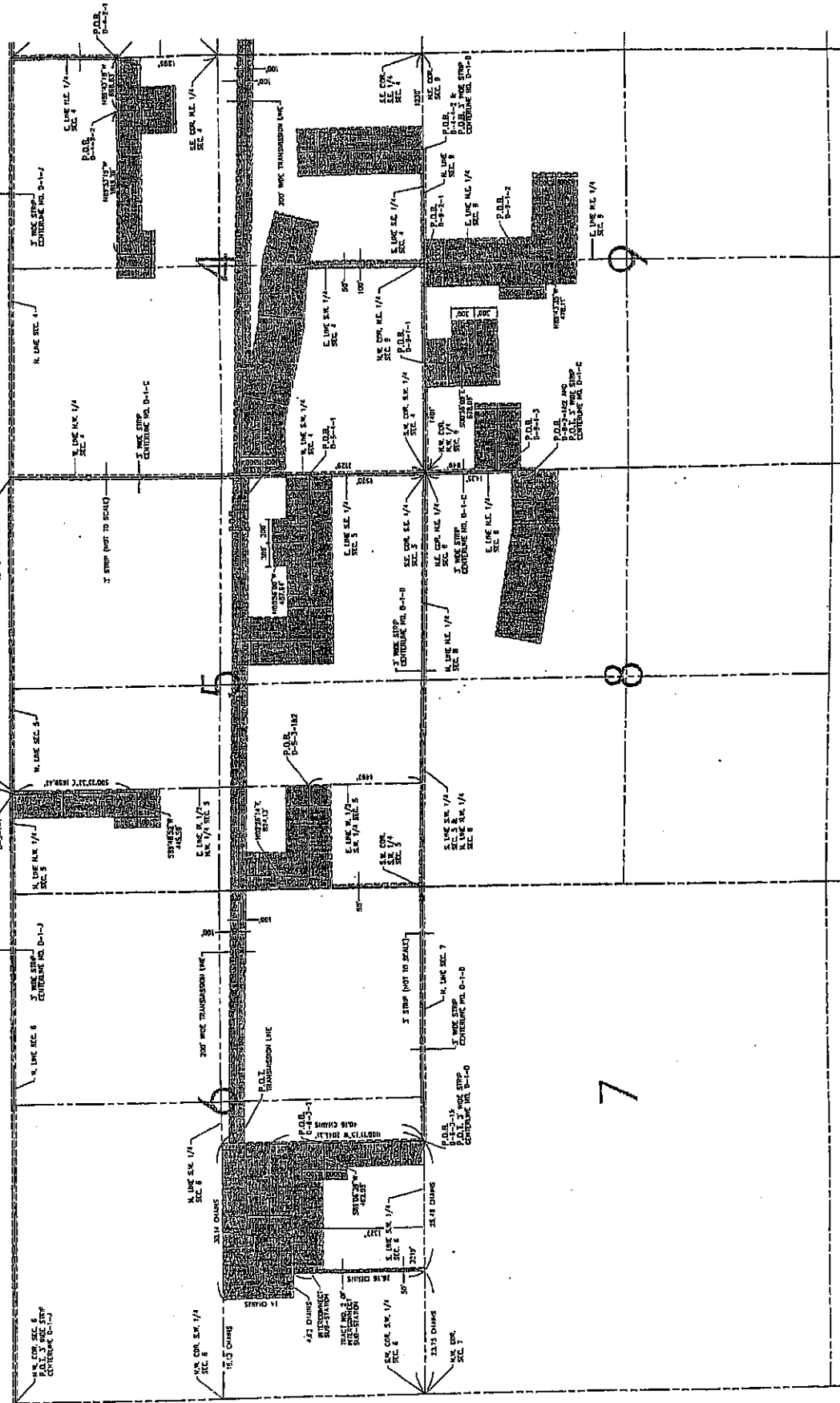


SCALE: 1" = 100'  
 LEGEND  
 POINT OF REFERENCE

**KEY MAP**

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AWARD  
 CHRYSTYSON



KEY MAP

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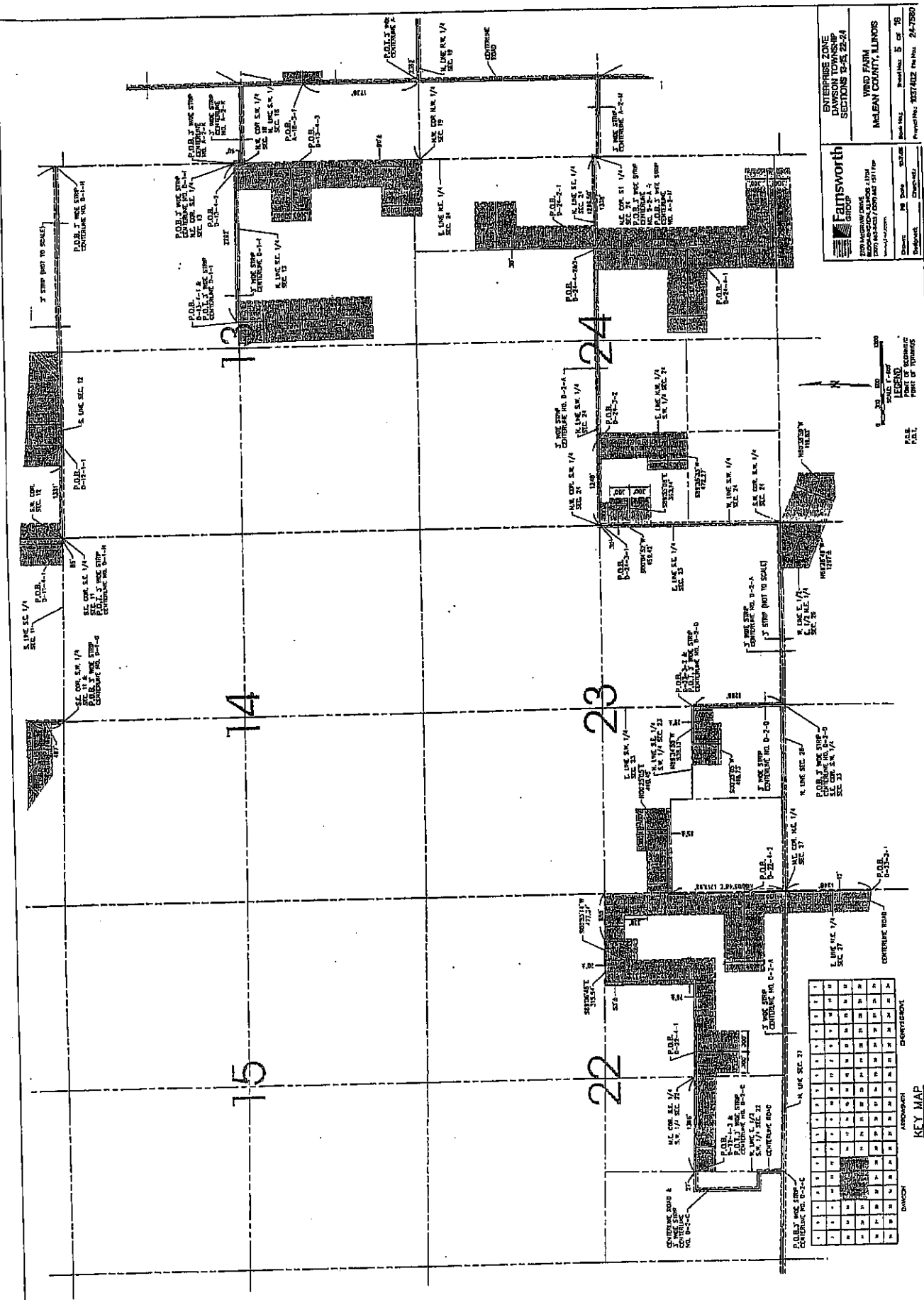
CHERRY CREEK

**Farnsworth**  
 ENTERPRISE ZONE  
 DAWSON TOWNSHIP  
 SECTIONS 4-9  
 JOHN FARM  
 McLEAN COUNTY, ILLINOIS

2700 MADISON DRIVE  
 CHICAGO, ILLINOIS 60640  
 (773) 344-1100  
 WWW.FARNSWORTH.COM

Drawn: [ ] Date: [ ]  
 Checked: [ ]  
 Scale: [ ]  
 Project No. 1037412, File No. 24-7590

LEGEND  
 BOUNDARY  
 POINT OF BEGINNING  
 SCALE 1"=200'



**Farmsworth GROUP**  
 2200 MacArthur Drive  
 Chicago, IL 60612 / (773) 442-1111  
 www.farmsworth.com

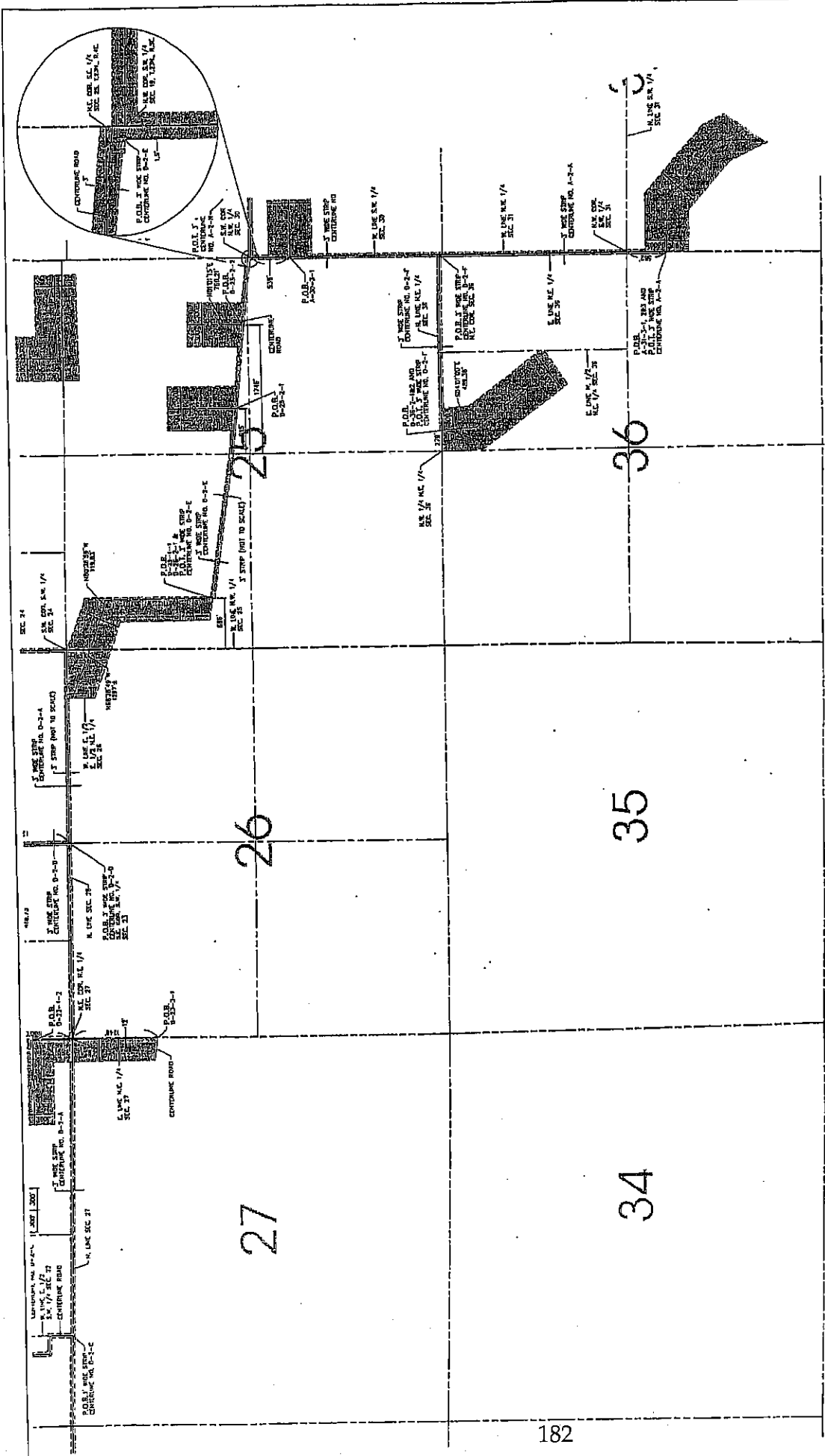
**ENTERPRISE ZONE**  
 JAYSON  
 SECTIONS 13-15, 22-24  
 WIND FARM  
 MALEAN COUNTY, ILLINOIS

Block No. 5 of 18  
 Project No. WEST-402 File No. 24-7530

Scale: 1" = 200'  
 N  
 LEGEND  
 POINT OF BEGINNING  
 PART OF TOWNSHIP

**KEY MAP**

DIVISION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
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**ENTERPRISE ZONE**  
**DANSON TOWNSHIP**  
**SECTIONS 24-31-36**

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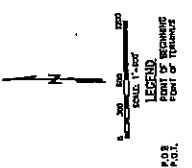
**Fatisworth GROUP**  
 2700 MAGUIRE RD.  
 20074 ARCADIA (2007) MAG. 1001 FOR  
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**WOOD FARM**  
**MCLEAN COUNTY, ILLINOIS**

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Book No. \_\_\_\_\_ Sheet No. **8** of **15**  
 Project: 1007402 (in Vol. 24-7896)



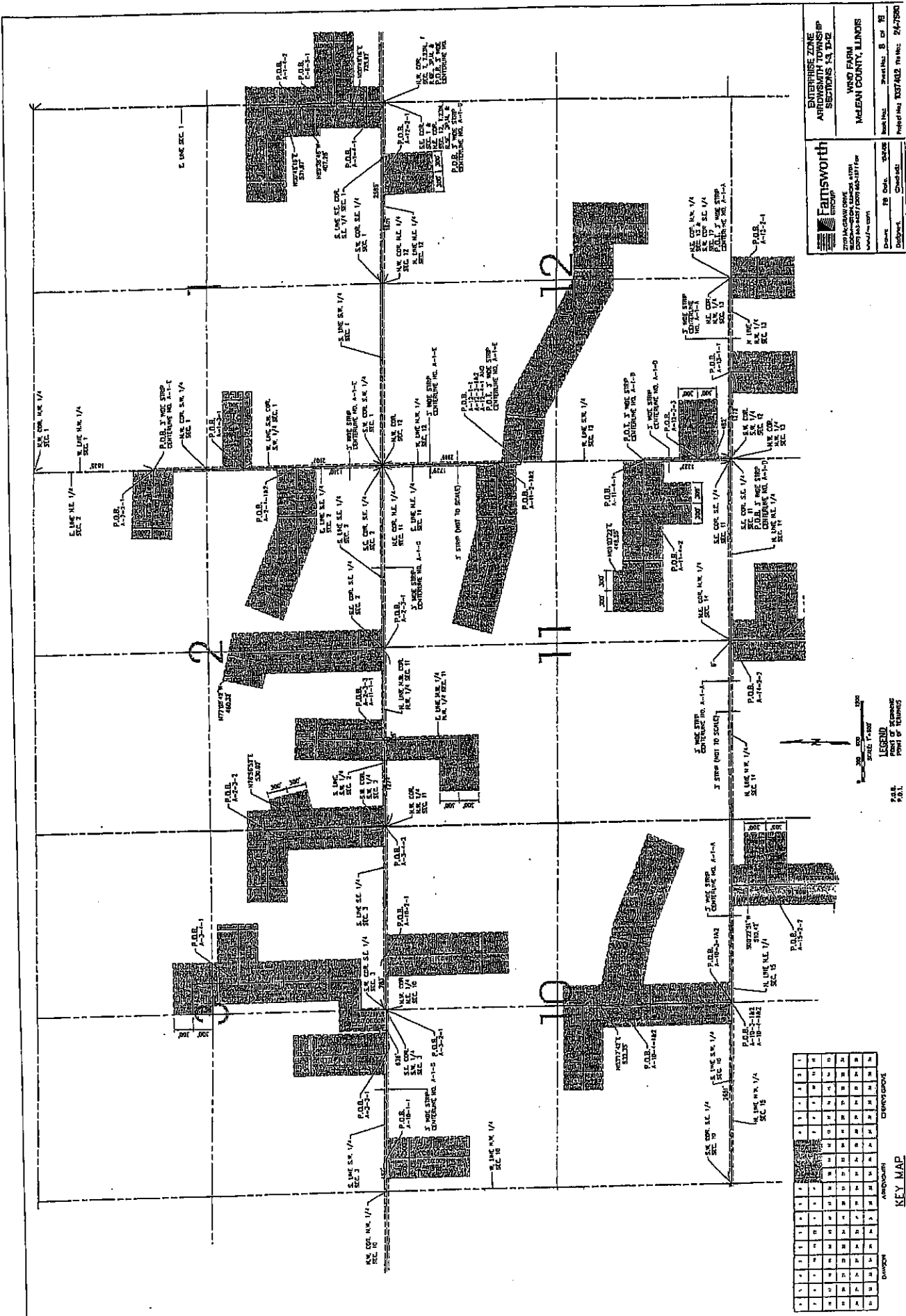
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DANSON  
 ARCADIA  
 CHERRY CREEK







**ENTERPRISE ZONE**  
**A-142**  
**SECTIONS 1-12**  
**WARD FARM**  
**MALEAN COUNTY, ILLINOIS**  
 Plat No. 2147-402, 7th Dec. 24, 1930  
 Block No. 8 of 18  
 Subdiv. 2-4

**Fattisworth**  
**ENGINEERS**  
 2709 MACLEOD DRIVE  
 CHICAGO, ILL. 60647  
 PHONE 312-487-1099 FAX 312-487-1107  
 WWW.FATTISWORTH.COM

Scale: 1" = 200'  
**LEGEND**  
 Point of Commencement  
 Point of Beginning

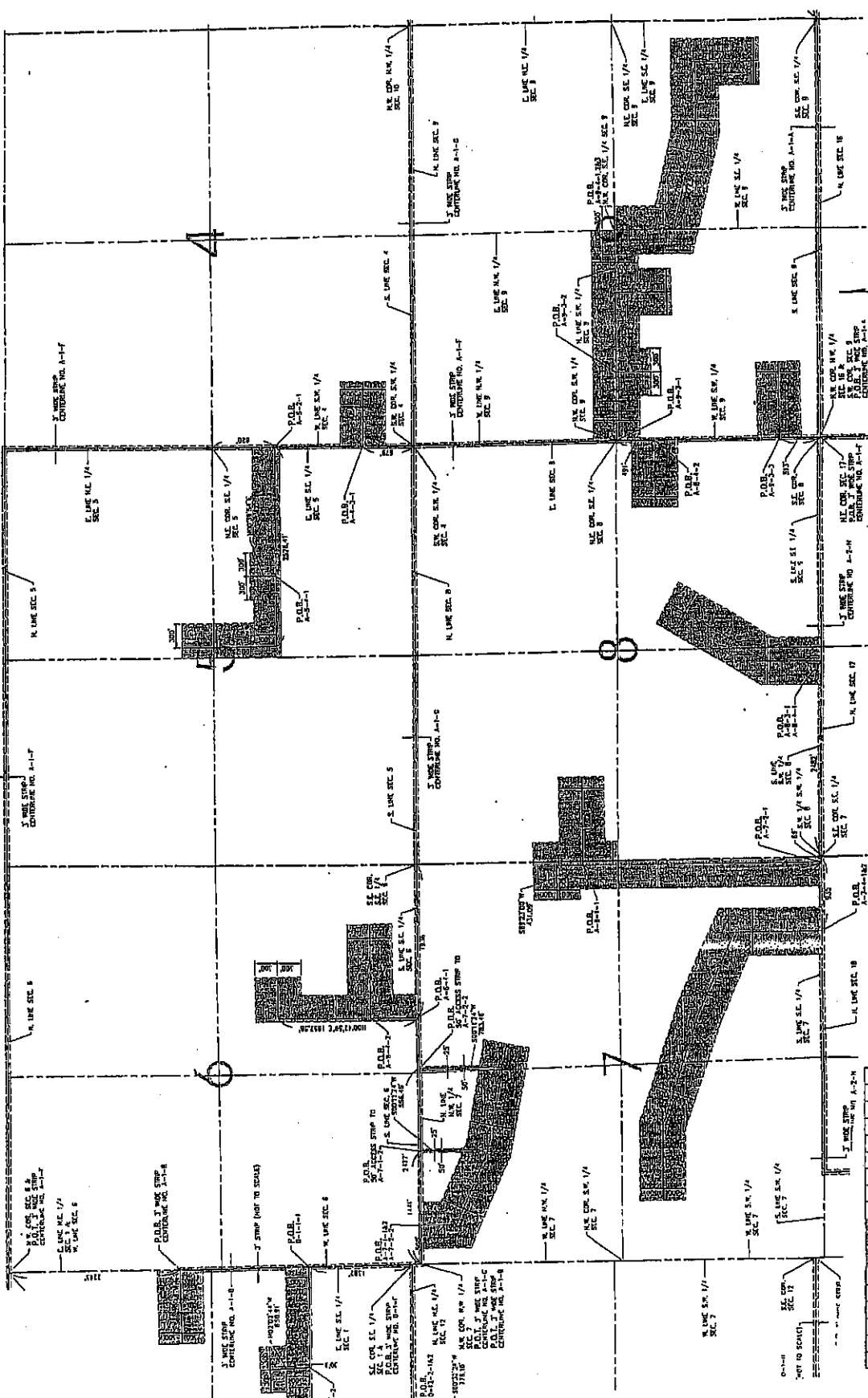
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 P.O.B. A-142-1-12

**Fairsworth**  
 2700 MAGNOLIA DRIVE  
 ARROWSBATH TOWNSHIP  
 SECTION 13

**WIND FARM**  
 McLEAN COUNTY, ILLINOIS

Map No. 93205  
 Date 03/20/16  
 Project No. 1037412 1st Rev. 24-7690

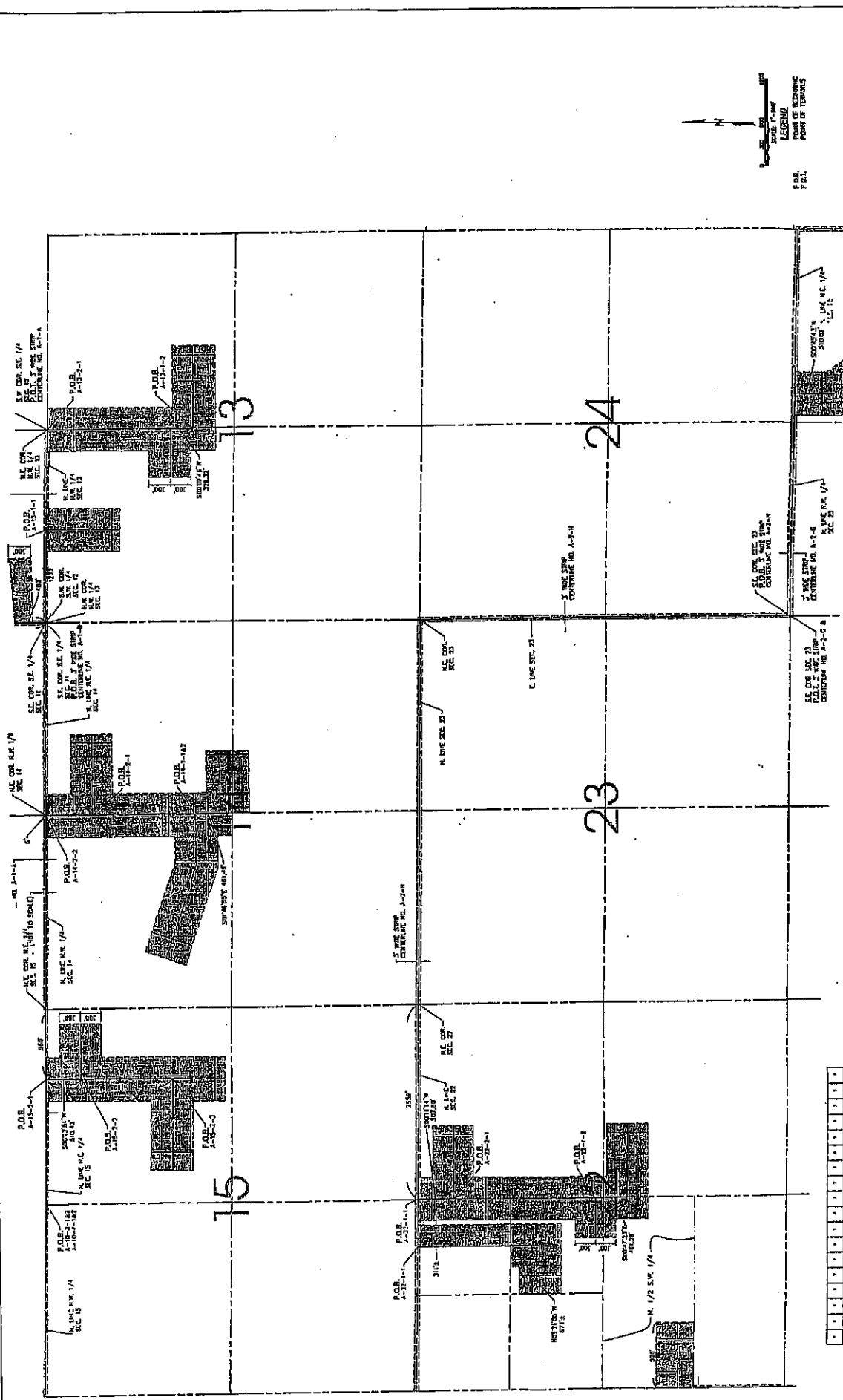
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**LEGEND**  
 Point of Beginning  
 Point of Turn

**KEY MAP**

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**Farnsworth**  
 2709 ANGLON DRIVE  
 ARROWSMITH TOWNSHIP  
 McLEAN COUNTY, ILLINOIS  
 www.farnsworth.com

ENTERPRISE ZONE  
 ARROWSMITH TOWNSHIP  
 SECTIONS 15-25, 22-24

WIND FARM  
 McLEAN COUNTY, ILLINOIS

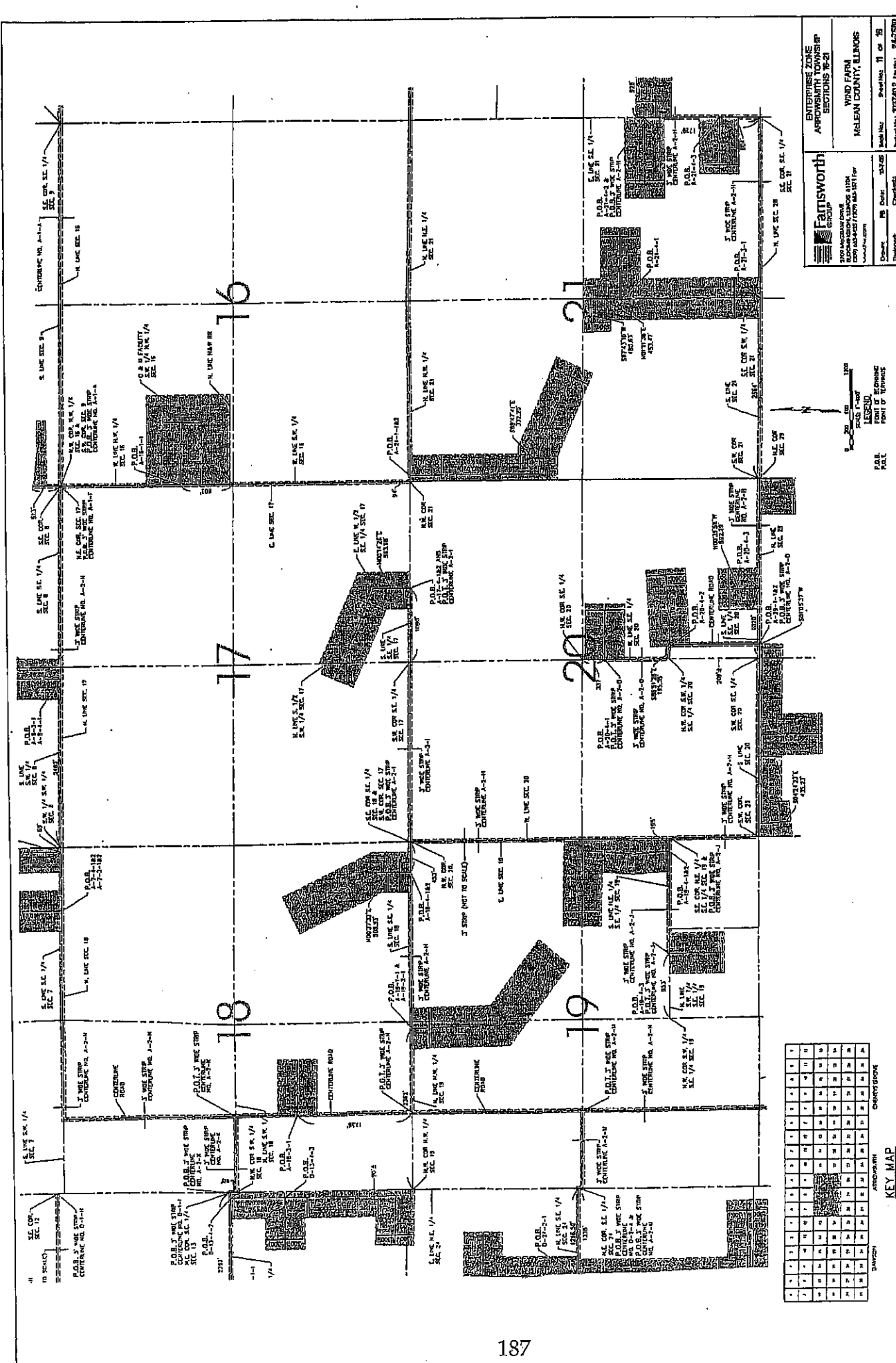
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 Project No: 1007482 File No: 24-7580

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 Design: [ ] Check: [ ]

ARROWSMITH  
 McLEAN COUNTY  
 ILLINOIS

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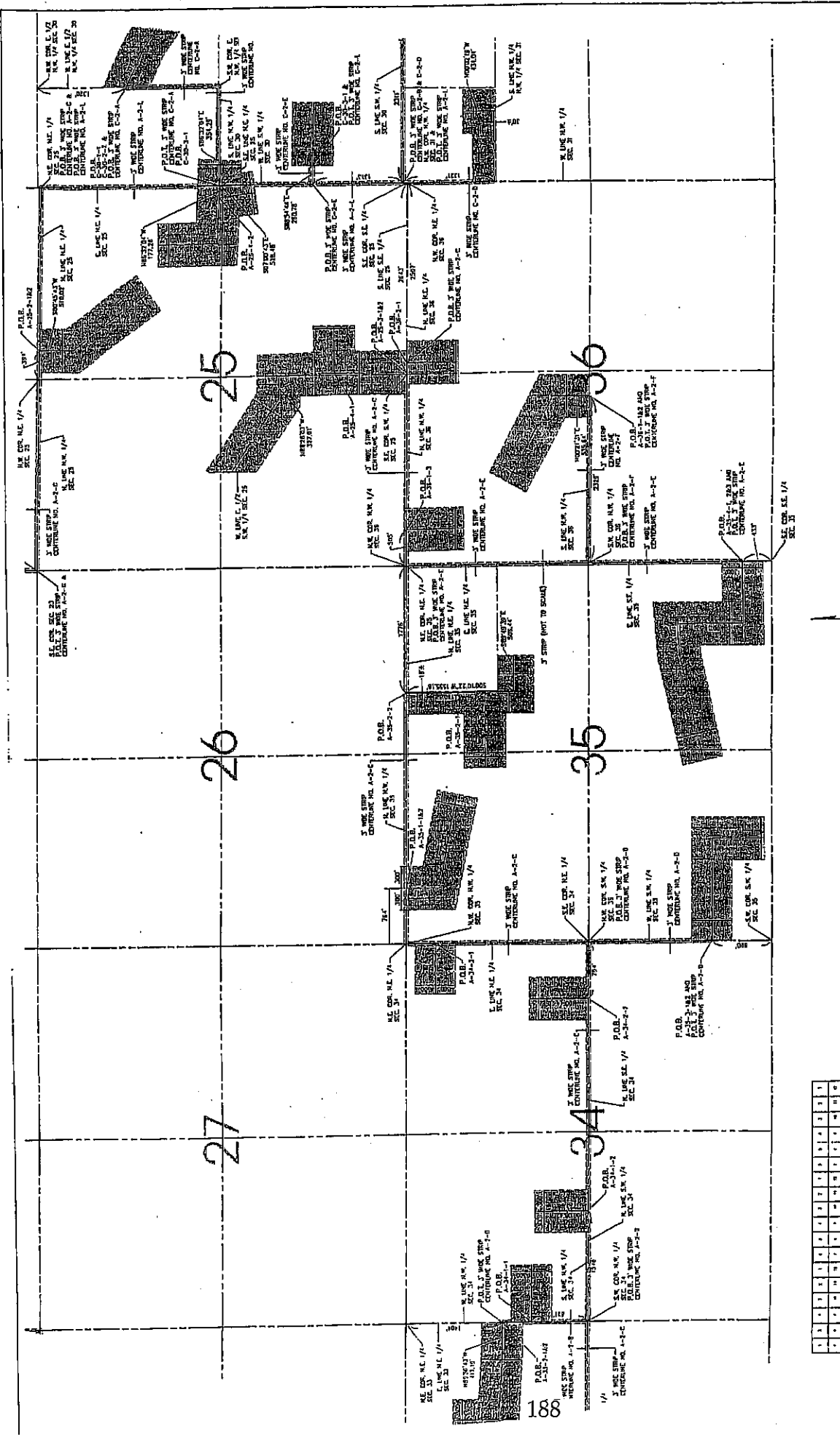
**Farnsworth**  
 FARNSWORTH TOWNSHIP  
 SECTION 16-19

WIND FARM  
 10000 S. WIND FARM RD.  
 WIND FARM, ILLINOIS  
 6000 10000 S. WIND FARM RD.

Map No. 35208  
 Date: 10/15/11  
 Project: 10000 S. WIND FARM RD.

**KEY MAP**

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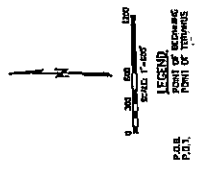
**Fairbairn**  
 Statewide Mapping  
 1000 North 1st Street  
 Chicago, IL 60610  
 (773) 462-1111

**ENTERPRISE ZONE  
 ADELMANVILLE TOWNSHIP  
 SECTIONS 25-27, 34-36**

**WIND FARM  
 McLEAN COUNTY, ILLINOIS**

Book No. 247-15  
 Sheet No. 12 of 15  
 Project No. 1037402 Rev No. 247180

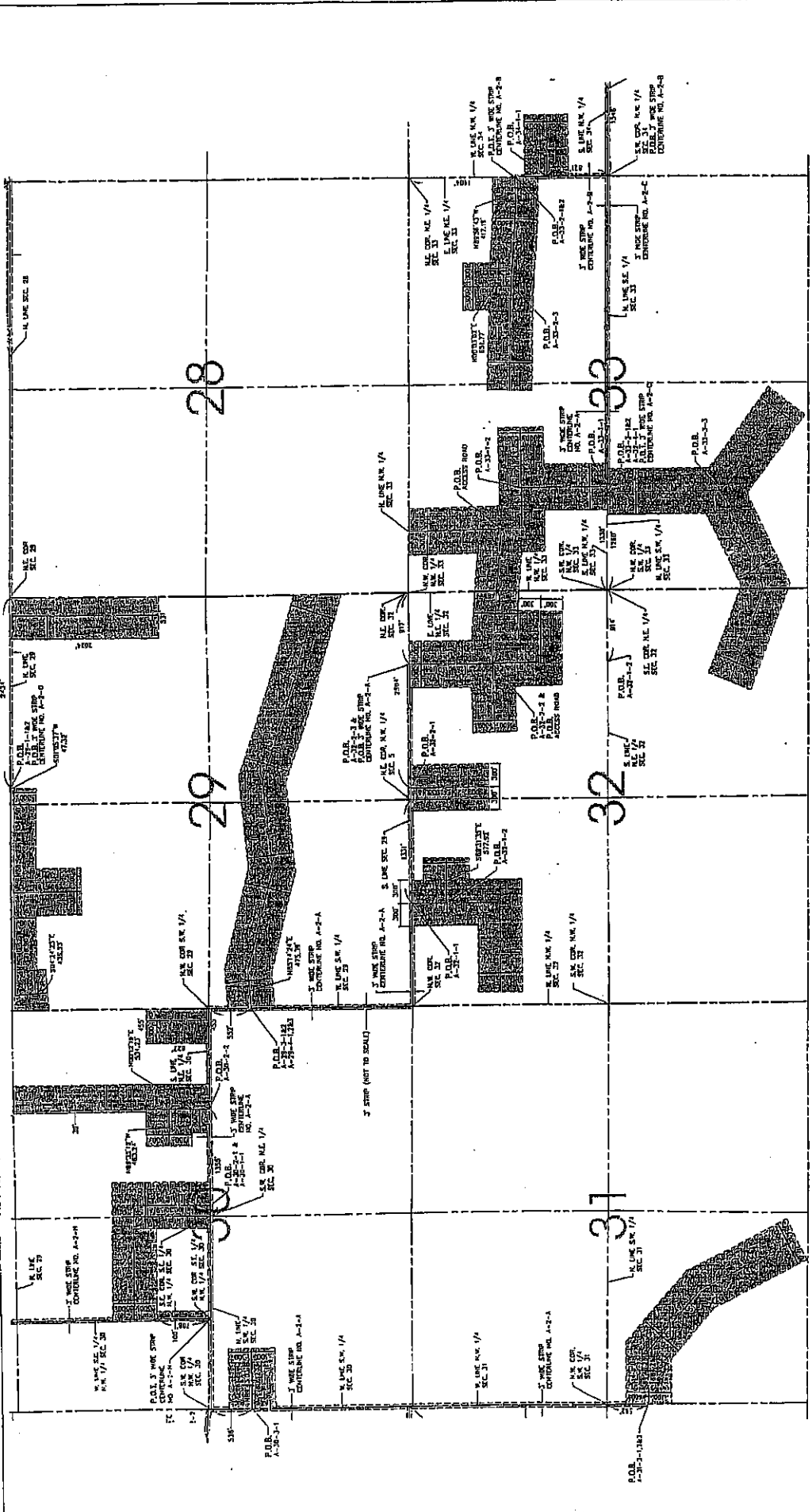
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 Checked: J.E. DAVIS



**KEY MAP**

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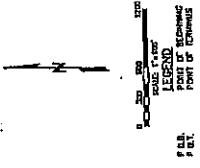
CHANG COUNTY



**Fairsworth**  
 GROUP  
 2700 N. W. 10th St., Suite 1100  
 Denver, Colorado 80202  
 Phone: (303) 733-1100  
 Fax: (303) 733-1101

**ENTERPRISE ZONE APPRAISAL PARTNERSHIP**  
 SECTIONS 28-33  
 WIND FARM  
 MALEAN COUNTY, ILLINOIS

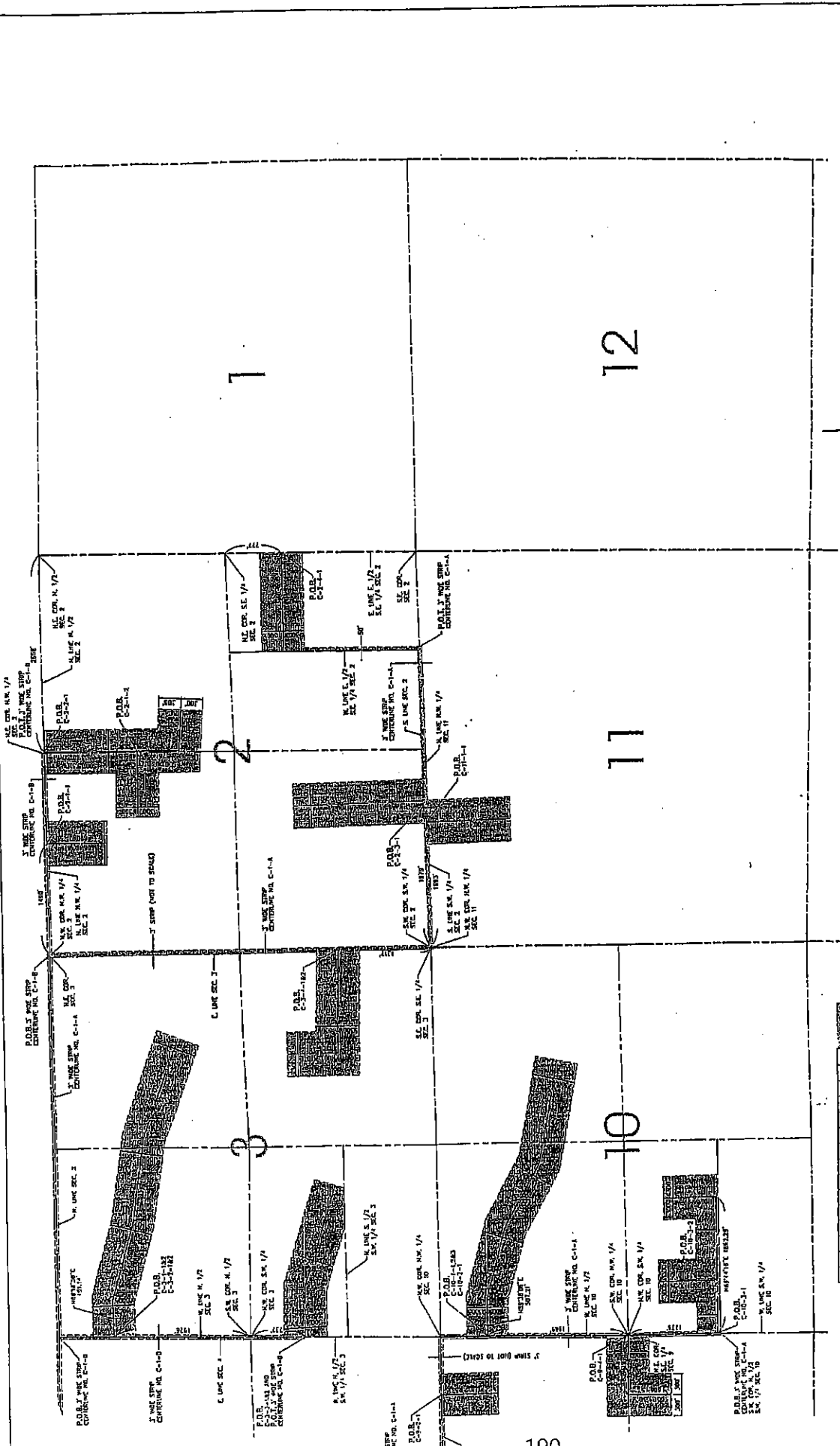
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 Prepared by: [Signature]



**KEY MAP**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
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DIVISION      APPRAISAL      CONTIGUOUS



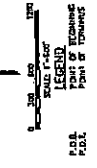
**Fairsworth GROUP**  
 2000 WASHINGTON AVENUE, SUITE 1100  
 2000 WASHINGTON AVENUE, SUITE 1100  
 WIND FARM, McLEAN COUNTY, ILLINOIS  
 www.fairsworth.com

ENTERPRISE ZONE  
 CHESTNUT  
 SECTIONS 1-12

WIND FARM  
 McLEAN COUNTY, ILLINOIS

Book No. \_\_\_\_\_  
 Sheet No. M of 15  
 Project No. BCT7402 Rev. No. 24-759D

Date: 06/08  
 Checked: \_\_\_\_\_  
 Drawn: \_\_\_\_\_

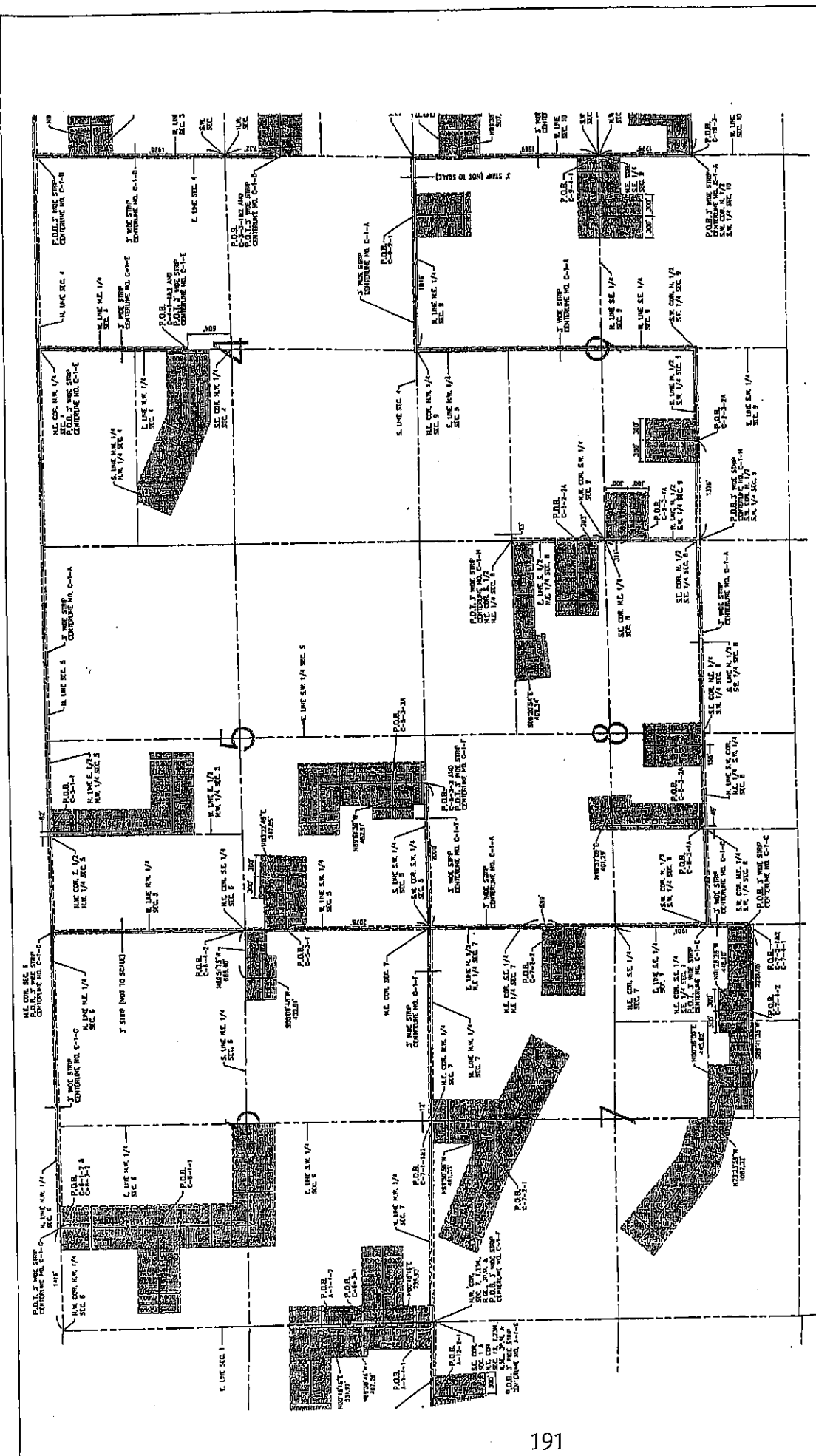


KEY MAP

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UNITS: ANTIQUARIAN CHECKED INDEX





**Fairsworth**  
 REAL ESTATE SERVICE  
 1000 N. WASHINGTON ST.  
 MORGANSPARK, ILLINOIS 61754  
 (309) 445-1234 / (309) 445-1235

ENTERPRISE ZONE  
 CHENEY'S GROVE TOWNSHIP  
 SECTIONS 4-9

WIND FARM  
 MCLEAN COUNTY, ILLINOIS

Scale: 1" = 200'

North Arrow

Block No.	Sheet No.	Scale
1037/402	15	24-7/890

Section	1	2	3	4	5	6	7	8	9
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8	1	2	3	4	5	6	7	8	9
9	1	2	3	4	5	6	7	8	9

ANNEXATION  
 CONCENTRATION  
**KEY MAP**

Members Sorensen/Renner moved the County Board approve a Request for Approval of an Ordinance Amending an Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as an Enterprise Zone. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report and Minutes from other meetings can be found on pages 183-192.

Member Selzer asked if the Board's designating this as an Enterprise Zone was the last approval needed for the wind farm to move forward. Member Sorensen said that the City of Bloomington, as he understands it, is still yet to act but it is on their agenda December 27, 2005.

Chairman Sweeney recognized Representative Dan Brady who was in the audience and thanked him for attending.

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

SECOND LEASE AGREEMENT AMENDMENT

This Amendment to a Lease Agreement made this 4th day of October, 2005, between the Public Building Commission of McLean County, Illinois, McLean County, Illinois, a municipal corporation of the State of Illinois (the "*Commission*"), as Lessor, and The County of McLean, Illinois, a municipal corporation of the State of Illinois (the "*County*"), and the City of Bloomington, McLean County, Illinois, a municipal corporation of the State of Illinois (the "*City*"), as Lessees.

Witnesseth:

Whereas, the Commission, as Lessor, and the County and the City, as Lessees, have heretofore entered into a lease made the 20<sup>th</sup> of November, 2001 (the "*Lease*"); pursuant to which the Commission leases to the County and the City, the Site and the Building (as described and defined in the Lease); and

Whereas, the parties executed an amendment to the Lease on December 12, 2003 entitled Lease Agreement Amendment (the "*Amendment*") wherein it was provided among other things that the rental payment provisions of the Lease were modified by reason of a second bond issue to finance added costs of the Government Center renovation project; and

Whereas, the original rental amount and the amended rental amount payable by the City were premised upon a certain cost of construction of two additional decks on the Abraham Lincoln Parking Garage but the actual cost of that construction was approximately \$1,000,000 less than the estimated costs and accordingly the rental amount payable by the City for the parking deck should be reduced and be reallocated equally to the rent payable by both the County and the City for the Government Center.

Now therefore, in consideration of the revised rents set forth herein and the covenants and provisions contained in the Lease, the parties agree as follows:

1. The County agrees to pay the sum of \$515,506 on or before October 1, 2006 as its share of the rent payment due at that time under the Lease and the Amendment.
2. The City agrees to pay the sum of \$633,180 on or before October 1, 2006 as its share of the rent payment due at that time under the Lease and the Amendment.
3. Beginning with the rent payment due on or before October 1, 2007, and on or before October 1 of each year thereafter thru and including October 1, 2022, the County agrees to pay \$429,176 and the City agrees to pay \$719,509 as rent for each of said years.

4. Notwithstanding the foregoing, the County and City acknowledge their joint and several liability for the total annual rent due under the Lease and the Amendment in the amount of \$1,148,685.
5. In all other respects the terms of the Lease and the Amendment remain in full force and effect.

In Witness Whereof, the Public Building Commission of McLean County, Illinois, McLean County, Illinois, by authority of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this amendment to the Lease to be signed by its Chairman and attested by its Secretary, the County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this amendment to the Lease to be signed in its name by the Chairman of the County Board and to be attested by the Clerk of the County, and the City of Bloomington, McLean County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this amendment to the Lease to be signed in its name by its Mayor and attested by the Clerk of the City as of the day and year first written.

Public Building Commission of McLean  
County, Illinois  
McLean County, Illinois

Attest:


  
Secretary

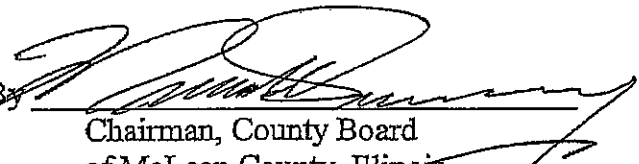
By   
Chairman

(Affix Corporate Seal)

The County of McLean, Illinois

Attest:

  
County Clerk of McLean  
County, Illinois

By   
Chairman, County Board  
of McLean County, Illinois

(Affix Corporate Seal)

City of Bloomington,  
McLean County, Illinois

Attest:

  
City Clerk of the City of Bloomington

By   
Mayor of the City of Bloomington

(Affix Corporate Seal)

Members Bostic/Selzer moved the County Board approve a Request for Approval of a Second Lease Agreement Amendment between the Public Building Commission (PBC), the City of Bloomington, and McLean County for 115 E. Washington, 201 E. Washington and the Abraham Lincoln Parking Lot – County Administrator’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

**LEASE AND CONTRACT EXTENSION AGREEMENT NO. 3 EXTENDING  
THE LEASE OF THE COURTHOUSE BUILDING AND THE CONTRACT  
FOR OPERATION AND MAINTENANCE ALL  
DATED DECEMBER 3, 2002**

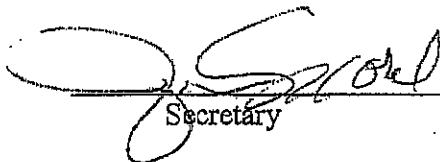
The undersigned as parties to that certain lease between them dated December 3<sup>rd</sup>, 2002, being a one year lease to the County commencing January 1<sup>st</sup>, 2004 for the Courthouse Building, and as parties to that certain Contract for Operation and Maintenance dated December 3<sup>rd</sup>, 2002, do hereby agree to extend said lease and contract terms for one additional year beginning January 1<sup>st</sup>, 2006 at an annual rent and payment of \$182,553.00 by each party to the other. All of the other terms of the lease and the contract shall remain in full force and effect and the County agrees to take such action as is required of it under the lease as is necessary to levy the necessary taxes to pay the rent of \$182,553.00.

This Extension Agreement is dated this 6<sup>th</sup> day of December, 2005.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION  
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

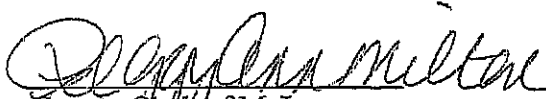
  
Secretary

By:   
Chairman

(AFFIX CORPORATE SEAL)

ATTEST:

County of McLean, Illinois

  
County Clerk of McLean  
County, Illinois

By:   
Chairman, County Board  
of McLean County, Illinois

Members Bostic/Dean moved the County Board approve a Request for Approval of Lease and Contract Extension Agreement No. 3 Extending the Lease of the Courthouse Building and the Contract for Operation and Maintenance all Dated December 3, 2002 – County Administrator’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

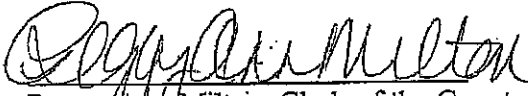
ATTACHMENT NUMBER 15 TO THE AMENDMENT TO THE LEASE AND  
OPERATION AND MAINTENANCE AGREEMENT FOR THE  
LAW AND JUSTICE CENTER

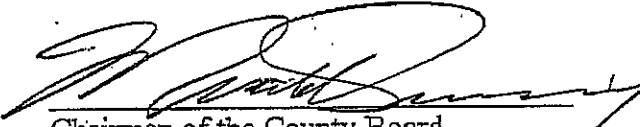
Pursuant to the provisions of that certain AMENDMENT TO THE LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the Law and Justice Center, dated December 18, 1990 between the undersigned parties, the parties hereby declare that the provisions of said agreement are hereby extended to the period beginning on January 1, 2006 and ending December 31, 2006, and the County agrees to pay the Public Building Commission for operation and maintenance for such period the sum of \$1,834,086.00.

This ATTACHMENT NUMBER 15 is executed this 6<sup>th</sup> day of December, 2005, by the officers of the Public Building Commission and on December 20<sup>th</sup>, 2005 by the officers of the

ATTEST:


APPROVED:

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

  
Chairman of the County Board  
Michael Sweeney, Chairman

ATTEST:

APPROVED:

  
John L. Morel, Secretary of the PBC

By:   
Robert W. Rush, Chairman

Members Bostic/Owens moved the County Board approve a Request for Approval of Attachment Number 15 to the Amendment to the Lease and Operation and Maintenance Agreement for the Law and Justice Center – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

**ATTACHMENT NO. FOUR TO AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT FOR THE CITY/COUNTY OFFICE BUILDING**

Pursuant to the provisions of that certain AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the City/County Office Building at 115 E. Washington Street, Bloomington, Illinois dated November 20<sup>th</sup>, 2001, between the undersigned parties, the City and County agree to pay to the PBC for the period beginning January 1<sup>st</sup>, 2006 and ending December 31<sup>st</sup>, 2006 the sum of \$663,128.00. Of this total, the City agrees to pay \$331,564 and the County agrees to pay \$331,564.

The PBC agrees to perform the operation, maintenance, upkeep and safekeeping functions for the City/County Office Building for the one-year period beginning January 1, 2006 said functions being all pursuant to the provisions of Section III of the Lease, dated November 20<sup>th</sup>, 2001.

The City and County agree to cause the necessary tax levies to be made to provide for the collection of the funds needed to pay the amounts hereinabove set forth.

This Attachment is executed by the officers of the Public Building Commission, by the Officers of the County of McLean and by the Officers of the City of Bloomington as of the dates set opposite their names.

COUNTY OF MCLEAN

By: \_\_\_\_\_  
Chairman, County Board-Date

ATTEST:

\_\_\_\_\_  
COUNTY CLERK

PUBLIC BUILDING COMMISSION OF  
McLEAN COUNTY, ILLINOIS

By: \_\_\_\_\_  
Its Chairman-Date

ATTEST:

\_\_\_\_\_  
Its Secretary

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its Mayor-Date

ATTEST:

\_\_\_\_\_  
City Clerk

Members Bostic/Cavallini moved the County Board approve a Request for Approval of Attachment No. Four to Amendment to Lease and Operation and Maintenance Agreement for the City/County Office Building – County Administrator’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the General Report is located on pages 198-205.

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

**An EMERGENCY APPROPRIATION Ordinance  
 Amending the McLean County Fiscal Year 2005  
 Combined Annual Appropriation and Budget Ordinance  
 General Fund 0001 Court Services Department 0022  
 Juvenile Detention Center 0022**

WHEREAS, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the fiscal year 2005 adopted budget for the Court Services Department and the Juvenile Detention Program 0022; and,

WHEREAS, the Court Services Department has been awarded Juvenile Justice Lapsed Funds FFY01 equipment and expense grants in the amount of \$15,505.00 from the Illinois Criminal Justice Information Authority to fund equipment and non-personnel expenses at the Juvenile Detention Center; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, December 5, 2005, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt of that portion of the funds which coincides with the County's fiscal year 2005 adopted budget; now therefore,

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

1. That the County Treasurer is directed to amend the appropriated budget of the General Fund 0001, Court Services Department 0022, Juvenile Detention Program 0022 as follows:

	<u>ADOPTED</u> <u>BUDGET</u>	<u>CHANGE</u>	<u>AMENDED</u> <u>BUDGET</u>
General Grant Revenue-Federal 0001-0022-0022-0404.0100	\$ 0.00	\$ 15,505.00	\$ 15,505.00

2. That the County Auditor is directed to amend the appropriated budget of the General Fund 0001, Court Services Department 0022, Juvenile Detention Program 0022 as follows:

Teaching Materials -- Juveniles 0001-0022-0022-0612.0002	\$ 1,000.00	\$ 467.19	\$ 1,467.19
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(2)

Operational/ Office Supplies 0001-0022-0022-0620.0001	\$ 1,300.00	\$ 649.75	\$ 1,949.75
Non-Major Equipment 0001-0022-0022-0621.0001	\$ 5,850.00	\$ 1,311.94	\$ 7,161.94
Computers 0001-0022-0022-0621.0005	\$ 0.00	\$ 4,780.00	\$ 4,780.00
Schooling and Conferences 0001-0022-0022-0718.0001	\$ 8,000.00	\$ 6,153.00	\$ 14,227.00
Software Lic/Maint. 0001-0022-0022-0750.0004	\$ 0.00	\$ 692.00	\$ 692.00
Purchase of Computer Equipment 0001-0022-0022-0833.0002	\$ 0.00	\$ <u>1,451.12</u>	\$ 1,451.12
Total		\$ 15,505.00	

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

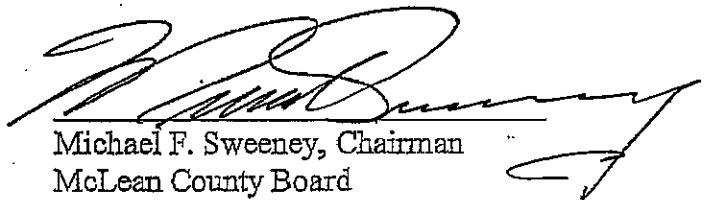
ADOPTED by the County Board of McLean County this 20<sup>th</sup> day of December, 2005.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board

e:john/ctserv\_jdc.deco5

Members Renner/Owens moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, Court Services Department 0022 – Juvenile Detention Center – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**CONTRACT FOR LEASE OF SPACE IN THE  
McLEAN COUNTY JUVENILE DETENTION CENTER  
2006**

**I. PURPOSE**

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

WHEREAS, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and

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

WHEREAS, the McLean County Board and the Livingston County Board have by appropriate action, authorized this Agreement;

WHEREAS, The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum detention days from McLean County to Livingston County.

**II. PARTIES**

McLean is the receiving County. Livingston is the transmitting County.

**III. TERMS**

Four hundred (400) detention days\* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2007 year then any unused days may be added to the 2007 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$32,000.

The transmitting County agrees to make such payment, regardless if the detention days are utilized  
or not.

In the event that the receiving County is unable to accept the detainee due to overcrowding, the

receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4<sup>th</sup> quarter billing (December 31, 2006).

\* Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention.

#### IV. BILLING

This receiving County will bill for services rendered under this Agreement on a quarterly basis. Payment from the transmitting County will be due within 30 days of receipt of the bill.

#### V. DETAINEES

Only offenders under seventeen (17) years of age, adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5-3; or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or found guilty of direct or indirect criminal contempt may be transmitted. No minor subject to the provisions of Chapter 705, Articles II, III, or IV will be detained. Status offenders will not be accepted under any circumstances.

#### VI. NOTIFICATION

The receiving County must be notified prior to transportation of a detainee to the Center. The transmitting County will notify the Center of the transmitting County's intent to recommend detention.

If the transmitting County's Juvenile Court Services Department calls to request that the Center hold a juvenile prior to a Court hearing, authorization for this can be made over the telephone; however, at minimum, a description of the offense or an offense report sheet must accompany the detainee to the Center.

When a juvenile is taken into custody prior to an initial Court hearing, the transmitting County will supply the receiving County with a signed authorization form following the initial Court hearing and a Court order for detention.

If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any information available regarding the detainee's social history, psychological/psychiatric evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

#### VII. TRANSPORTATION

The transmitting County is responsible for all transportation of the detainee to and from the Center.

## VIII. MEDICAL AND MENTAL HEALTH CARE

The transmitting County is responsible for medical and mental health expenses incurred by detainees from the County while the detainees are being held in the Center.

The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination. There shall be no charge for in-house mental health programs.

If the detainee requires medication, it will be supplied by the receiving County and the transmitting County will be billed at the receiving County's cost, unless the medication is supplied by the detainee's family or physician.

A consent to medical treatment signed by the parents or guardian will be required for admission of Court-ordered detainees. Parent consent forms will be provided within 36 hours on all detainees.

In the case of a medical or mental health emergency, the receiving County will deliver the detainee to a hospital. If the detainee is admitted to the hospital, this will constitute an automatic release from the Center, as receiving County has no facilities for guarding detainees for extended periods outside of the Center. The receiving County shall immediately notify the transmitting County of the medical situation. The transmitting County shall be responsible for notifying the parents or guardian of the detainee. The transmitting County shall be responsible for the cost of the detainee's medical treatment and/or hospitalization. The receiving County will provide security at the hospital for a maximum of six (6) hours from the time that the transmitting County is notified of the detainee's admission to the hospital. After the six (6) hours, security shall be provided by the transmitting County.

## IX. LIABILITY

The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the

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

#### **X. SEVERABILITY**

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

#### **XI. SUPERSEDES OTHER AGREEMENTS**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

#### **XII. ABIDE BY LAWS**

In providing all services pursuant to this Agreement, the receiving County shall abide by all laws and statutes, state and federal, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of the Agreement, and shall entitle the transmitting County to terminate this Agreement immediately upon written notice of termination to the receiving County.

#### **XIII. AMENDMENT OF AGREEMENT**

Any amendments or alterations of this Agreement must be made in writing and signed by both parties.

#### **XIV. NOTICES**

In the event that written notice must be sent pursuant to the provisions of this contract, such written

notice shall be sent to:

Roxanne Castleman  
Director of Court Services  
104 West Front Street, Box 2400  
Bloomington, Illinois 61704-2400

Michael Shaughnessy  
Director/Chief Probation Officer  
119 ½ North Mill Street  
P.O. Box 405  
Pontiac, Illinois 61764-0405

#### **XV. TERMINATION OF AGREEMENT**

Any of the parties to this Agreement may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

**XVI. INTERPRETATION OF THIS AGREEMENT**

This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected and set forth herein are incorporated herein by reference.

**XVII. CONTRACT PERIOD AND RENEWAL**

This Agreement shall be in effect on January 1, 2006 and shall be terminated on December 31, 2006. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

**APPROVED:**

**APPROVED:**

\_\_\_\_\_  
Livingston County Board Chairman

\_\_\_\_\_  
McLean County Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

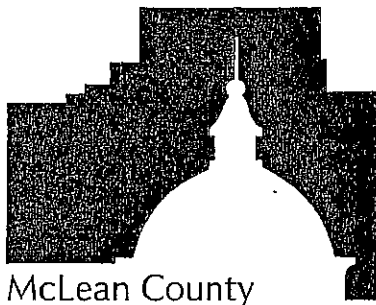
**ATTEST:**

\_\_\_\_\_  
Livingston County Clerk

\_\_\_\_\_  
McLean County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## COURT SERVICES

Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: (309) 888-5360 Fax (309) 888-5434 Room 103  
Juvenile Division: (309) 888-5370 Fax (309) 888-5831 Room 601

# Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RKC*

CC: Honorable Chief Judge Elizabeth A. Robb  
Dave Goldberg

Date: November 22, 2005

RE: Juvenile Detention Bed Space Contract with Livingston County

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I have attached a contract for lease of space in the McLean County Detention Center, which Livingston County is seeking to enter into. This contract guarantees Livingston County 400 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. Any unused detention days will be allowed to be carried over to a 2007 contract.

This contract has been reviewed and approved by the McLean County States Attorney's office.

Mr. Goldberg and I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

**CONTRACT FOR LEASE OF SPACE IN THE  
McLEAN COUNTY JUVENILE DETENTION CENTER  
2006**

**I. PURPOSE**

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

WHEREAS, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and

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

WHEREAS, the McLean County Board and the Woodford County Board have by appropriate action, authorized this Agreement;

WHEREAS, The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum detention days from McLean County to Woodford County.

**II. PARTIES**

McLean is the receiving County. Woodford is the transmitting County.

**III. TERMS**

Three hundred and Sixty Five (365) detention days\* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2007 year then any unused days may be added to the 2007 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$ 29,200.

The transmitting County agrees to make such payment, regardless if the detention days are utilized  
or not.

In the event that the receiving County is unable to accept the detainee due to overcrowding, the



receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4<sup>th</sup> quarter billing (December 31, 2006).

\* Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention.

#### IV. BILLING

This receiving County will bill for services rendered under this Agreement on a quarterly basis. Payment from the transmitting County will be due within 30 days of receipt of the bill.

#### V. DETAINEES

Only offenders under seventeen (17) years of age, adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5-3, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or found guilty of direct or indirect criminal contempt may be transmitted. No minor subject to the provisions of Chapter 705, Articles II, III, or IV will be detained. Status offenders will not be accepted under any circumstances.

#### VI. NOTIFICATION

The receiving County must be notified prior to transportation of a detainee to the Center. The transmitting County will notify the Center of the transmitting County's intent to recommend detention.

If the transmitting County's Juvenile Court Services Department calls to request that the Center hold a juvenile prior to a Court hearing, authorization for this can be made over the telephone; however, at minimum, a description of the offense or an offense report sheet must accompany the detainee to the Center.

When a juvenile is taken into custody prior to an initial Court hearing, the transmitting County will supply the receiving County with a signed authorization form following the initial Court hearing and a Court order for detention.

If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any information available regarding the detainee's social history, psychological/psychiatric evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

#### VII. TRANSPORTATION

The transmitting County is responsible for all transportation of the detainee to and from the Center.

## VIII. MEDICAL AND MENTAL HEALTH CARE

The transmitting County is responsible for medical and mental health expenses incurred by detainees from the County while the detainees are being held in the Center.

The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination. There shall be no charge for in-house mental health programs.

If the detainee requires medication, it will be supplied by the receiving County and the transmitting County will be billed at the receiving County's cost, unless the medication is supplied by the detainee's family or physician.

A consent to medical treatment signed by the parents or guardian will be required for admission of Court-ordered detainees. Parent consent forms will be provided within 36 hours on all detainees.

In the case of a medical or mental health emergency, the receiving County will deliver the detainee to a hospital. If the detainee is admitted to the hospital, this will constitute an automatic release from the Center, as receiving County has no facilities for guarding detainees for extended periods outside of the Center. The receiving County shall immediately notify the transmitting County of the medical situation. The transmitting County shall be responsible for notifying the parents or guardian of the detainee. The transmitting County shall be responsible for the cost of the detainee's medical treatment and/or hospitalization. The receiving County will provide security at the hospital for a maximum of six (6) hours from the time that the transmitting County is notified of the detainee's admission to the hospital. After the six (6) hours, security shall be provided by the transmitting County.

## IX. LIABILITY

The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the

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

#### **X. SEVERABILITY**

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

#### **XI. SUPERSEDES OTHER AGREEMENTS**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

#### **XII. ABIDE BY LAWS**

In providing all services pursuant to this Agreement, the receiving County shall abide by all laws and statutes, state and federal, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of the Agreement, and shall entitle the transmitting County to terminate this Agreement immediately upon written notice of termination to the receiving County.

#### **XIII. AMENDMENT OF AGREEMENT**

Any amendments or alterations of this Agreement must be made in writing and signed by both parties.

#### **XIV. NOTICES**

In the event that written notice must be sent pursuant to the provisions of this contract, such written

notice shall be sent to:

Roxanne Castleman  
Director of Court Services  
104 West Front Street, Box 2400  
Bloomington, Illinois 61704-2400

Matthew Noar  
Director of Court Services  
105 E. Court Street  
Eureka, Illinois 61530

#### **XV. TERMINATION OF AGREEMENT**

Any of the parties to this Agreement may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

**XVI. INTERPRETATION OF THIS AGREEMENT**

This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected and set forth herein are incorporated herein by reference.

**XVII. CONTRACT PERIOD AND RENEWAL**

This Agreement shall be in effect on January 1, 2006 and shall be terminated on December 31, 2006. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

**APPROVED:**

**APPROVED:**

\_\_\_\_\_  
Woodford County Board Chairman

\_\_\_\_\_  
McLean County Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

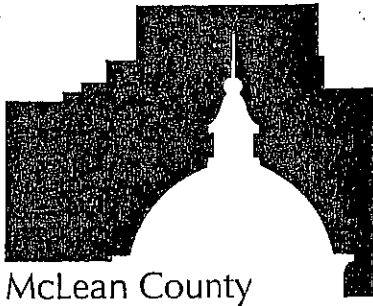
**ATTEST:**

\_\_\_\_\_  
Woodford County Clerk

\_\_\_\_\_  
McLean County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## COURT SERVICES


Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: (309) 888-5360 Fax (309) 888-5434 Room 103  
Juvenile Division: (309) 888-5370 Fax (309) 888-5831 Room 601

# Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman 

CC: Honorable Chief Judge Elizabeth A. Robb  
Dave Goldberg

Date: November 22, 2005

RE: Juvenile Detention Bed Space Contract with Woodford County

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I have attached a contract for lease of space in the McLean County Detention Center, which Woodford County is seeking to enter into. This contract guarantees Woodford County 365 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. Any unused detention days will be allowed to be carried over to a 2007 contract.

This contract has been reviewed and approved by the McLean County States Attorney's office.

Mr. Goldberg and I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

**CONTRACT FOR LEASE OF SPACE IN THE  
McLEAN COUNTY JUVENILE DETENTION CENTER  
2006**

**I. PURPOSE**

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

WHEREAS, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and

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

WHEREAS, the McLean County Board and the Logan County Board have by appropriate action, authorized this Agreement;

WHEREAS, The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum detention days from McLean County to Logan County.

**II. PARTIES**

McLean is the receiving County. Logan is the transmitting County.

**III. TERMS**

Three hundred (300) detention days\* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2007 year then any unused days may be added to the 2007 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$ 24,000.

The transmitting County agrees to make such payment, regardless if the detention days are utilized or not.

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one

detention day for each detention day request denied. Such credits will be reflected on the 4<sup>th</sup> quarter billing (December 31, 2006).

\* Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention.

#### IV. BILLING

This receiving County will bill for services rendered under this Agreement on a quarterly basis. Payment from the transmitting County will be due within 30 days of receipt of the bill.

#### V. DETAINEES

Only offenders under seventeen (17) years of age, adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5-3, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or found guilty of direct or indirect criminal contempt may be transmitted. No minor subject to the provisions of Chapter 705, Articles II, III, or IV will be detained. Status offenders will not be accepted under any circumstances.

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The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination. There shall be no charge for in-house mental health programs.

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The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).



**X. SEVERABILITY**

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

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It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

**XII. ABIDE BY LAWS**

In providing all services pursuant to this Agreement, the receiving County shall abide by all laws and statutes, state and federal, ordinances, rules and regulations pertaining to; or regulating the provisions of such services, including those in effect and hereafter adopted.

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**XIV. NOTICES**

In the event that written notice must be sent pursuant to the provisions of this contract, such written

notice shall be sent to:

Roxanne Castleman  
Director of Court Services  
104 West Front Street, Box 2400  
Bloomington, Illinois 61704-2400

Dean Aeilts  
Director of Court Services  
Logan County Court House  
Lincoln, Illinois 62656

**XV. TERMINATION OF AGREEMENT**

Any of the parties to this Agreement may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

**XVI. INTERPRETATION OF THIS AGREEMENT**

This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected and set forth herein are incorporated herein by reference.

**XVII. CONTRACT PERIOD AND RENEWAL**

This Agreement shall be in effect on January 1, 2006 and shall be terminated on December 31, 2006. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

**APPROVED:**

**APPROVED:**

\_\_\_\_\_  
Logan County Board Chairman

\_\_\_\_\_  
McLean County Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

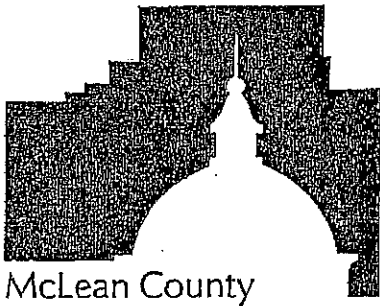
**ATTEST:**

\_\_\_\_\_  
Logan County Clerk

\_\_\_\_\_  
McLean County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## COURT SERVICES

Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: (309) 888-5360

Fax (309) 888-5434

Room 103

Juvenile Division: (309) 888-5370

Fax (309) 888-5831

Room 601

# Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RKC*

CC: Honorable Chief Judge Elizabeth A. Robb  
Dave Goldberg

Date: November 22, 2005

RE: Juvenile Detention Bed Space Contract with Logan County

I have attached a contract for lease of space in the McLean County Detention Center, which Logan County is seeking to enter into. This contract guarantees Logan County 300 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. Any unused detention days will be allowed to be carried over to a 2007 contract.

This contract has been reviewed and approved by the McLean County States Attorney's office.

Mr. Goldberg and I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

Members Renner/Harding moved the County Board approve a Request for Approval of Contracts with Livingston, Woodford, and Logan Counties for Lease of Space in the McLean County Juvenile Detention Center – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2005  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Sheriff's Department 0029**

WHEREAS, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Sheriff's Department 0029; and,

WHEREAS, the Sheriff's Department obtained grant funds from the Edward Byrne Justice Assistance Grant in the amount of \$34,035.00; and

WHEREAS, McLean County is classified as a disparate jurisdiction for purposes of Byrne grants and is required to share this grant funding on an equal basis with the Town of Normal and the City of Bloomington; and

WHEREAS, the McLean County Sheriff's Department plans to use its share of the grant funding to purchase taser guns and accessories; and

WHEREAS, the Justice Committee, at a meeting on Monday, December 5, 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance to recognize the receipt and expenditure of certain grant funds; 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, Sheriff's Department 0029 the following revenue:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
Sheriff's Office General Grant Revenue -- Federal 0001-0029-0027-0404.0100	\$ 0.00	\$ 11,345.00	\$ 11,345.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Sheriff's Department 0029 the following appropriation:

Sheriff's Office Non-Major Equipment 0001-0029-0027-0621.0001	\$ 23,000.00	\$ 11,345.00	\$ 34,345.00
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(2)

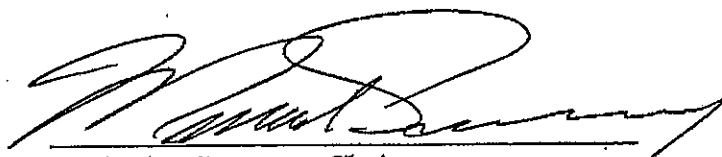
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

ADOPTED by the County Board of McLean County this 20<sup>th</sup> day of December, 2005.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

EA\_SHER.BYRNE\_DEC05

Members Renner/O'Connor moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance, Edward Byrne Justice Assistance Grant (JAG) – Sheriff's Department 0029. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

### **BUILD-OUT SERVICES AGREEMENT**

**THIS BUILD-OUT SERVICES AGREEMENT** (the "Agreement" or "BSA") is entered into as of the 20th day of December, 2005 ("Effective Date"), by and between Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector, North America Group ("Motorola"), and McLean County, Illinois, a body corporate and politic ("User").

**WHEREAS**, Motorola is in the business of designing, installing, operating and managing wireless communications systems; and

**WHEREAS**, Motorola manages a shared, wide-area 700 and 800 MHz trunked voice radio system throughout Illinois ("STARCOM21") in accordance with certain standards and requirements set forth in Motorola's agreement with the State of Illinois, known as the STARCOM21 Contract (the "State Contract"); and

**WHEREAS**, the Federal Communications Commission ("FCC") has issued to User the licenses and authorizations for wireless radio communications listed on Exhibit A hereto (collectively, the "Licenses"); and

**WHEREAS**, User desires for Motorola to design, install, operate and manage on its behalf a wireless communications system to enable User to permit its Licenses to be used on the STARCOM21 as set forth herein and in the ancillary agreements identified in Section 6 hereof, and to become a user on STARCOM21; and

**WHEREAS**, in addition to the installation of equipment as described above and as further described herein, User desires to purchase from Motorola certain additional equipment relating to and incorporated with User's use of STARCOM21.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

#### **1. DEFINITIONS.**

Capitalized terms used in this Agreement shall have the following meanings:

1.1 "Acceptance Tests" means those tests described in the Acceptance Plan a copy of which is attached here to as Exhibit B-4.

1.2 "Beneficial Use" means User's use of the STARCOM21 for operational purposes (excluding training or testing).

1.3 "Equipment" or "Purchased Equipment" means the Purchased System Equipment and the Purchased Non-System Equipment, collectively.

**1.4** “Infringement Claim” means a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third-party’s United States patent or copyright.

**1.5** “Motorola Software” means Software that Motorola or its affiliated company owns.

**1.6** “Non-Motorola Software” means Software that a party other than Motorola or its affiliated company owns.

**1.7** “Performance Schedule” means the schedule of Services to be performed pursuant to this Agreement as set forth in the Statement of Work, dated February 27, 2004 (Exhibit B-1).

**1.8** “Project Completion” means the time at which the Acceptance Tests have been successfully completed and the Certificate of Final Acceptance/Project Completion Certificate is mutually executed.

**1.9** “Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

**1.10** “Purchased System Equipment” means the equipment listed in the Purchased System Equipment List attached hereto as Exhibit B-2, dated December 17, 2004, and as modified by mutual agreement of the parties by issuance and acceptance of purchase orders related to the McLean County STARCOM21 project.

**1.11** “Purchased Non-System Equipment” means the equipment listed in the Purchased Non-System Equipment List attached hereto as Exhibit B-3, dated December 17, 2004, and as modified by mutual agreement of the parties by issuance and acceptance of purchase orders related to the McLean County STARCOM21 project.

**1.12** “Services” mean the design, installation, operation and management of the Equipment and System pursuant to this Agreement.

**1.13** “Software” means the Motorola and Non-Motorola Software in object code format that is furnished with the System or Equipment.

**1.14** “Software License Agreement” means the license agreement attached hereto as Exhibit G.

**1.15** “State Contract” means the Agreement between Motorola, Inc., and the State of Illinois, known as the STARCOM21 Contract, including any and all amendments, revisions or replacements thereof as may now exist or be agreed upon from time to time as it appears in 2.7 and 10.4 of this Agreement.

1.16 "Statement of Work" means the scope of the Services to be performed by Motorola and by User, respectively, pursuant to this Agreement, attached hereto as Exhibit B-1.

1.17 "Subsystem" means a major portion of the entire STARCOM21 system that performs specific functions or operations as described in the Statement of Work.

1.18 "System" means the Purchased Equipment, Software, and Services combined together as more fully described in the Statement of Work.

1.19 "Term" shall have the meaning set forth in Section 2.4.

1.20 "Training Schedule" means the scheduled attached hereto as Exhibit B-5, dated November 28, 2005.

## 2. SCOPE OF AGREEMENT AND TERM

2.1 **Precedence of Contract Documents.** The Exhibits listed at the end of this Agreement are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any conflicts, the terms and conditions set forth in the main body of this Agreement ("Primary Agreement") will control and take precedence over the terms and conditions set forth in the Exhibits.

2.2 **Scope of Work.** Motorola will design, install, test and manage the System as set forth herein. Licensee will perform its contractual responsibilities in accordance with this Agreement. Motorola and Licensee agree that the Statement of Work attached hereto as Exhibit B-1 sets forth the scope of the Services to be performed by Motorola and by Licensee, respectively.

2.3 **Change Orders.** Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, Motorola and User will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect such adjustment in a change order. Neither party is obligated to perform requested changes unless both parties execute a written change order.

2.4 **Term.** Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue for seven (7) years from the Effective Date. After such seven (7) year period, it shall automatically renew for three (3) additional one (1) year periods for a maximum of ten (10) years unless either party notifies the other party in writing of its intent not to renew at least ninety (90) days prior to the end of the then current term. In the event STARCOM21 ceases to exist then Motorola may elect to terminate this Agreement without any liability to Motorola or the User, upon written notification (90) days prior from Motorola to User.



**2.5 Purchased Equipment.** Motorola agrees that it will deliver to User the Purchased System Equipment and the Purchased Non-System Equipment pursuant to the terms and conditions of the State Purchasing Contract as modified or otherwise agreed herein or in any exhibit hereto.

**2.6 Performance Schedule.** Motorola and User agree to perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, User authorizes Motorola to proceed with performance of this Agreement. No notice to proceed, purchase order, authorization or resolution, or other action is required for Motorola to commence performance under this Agreement.

**2.7 Maintenance.** During the Term, Motorola will provide maintenance for STARCOM21 consistent with the standards set forth in the State Contract, the cost of which is included in the Contract Price. Notwithstanding the foregoing, Motorola shall be responsible for repairs, replacement or maintenance of the Purchased Equipment as specifically provided for in this Agreement. During the warranty period for the Equipment and Motorola Software, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement. Such services and support are included in the Contract Price. User may purchase additional maintenance services for the Equipment and extended support for Motorola Software beyond the terms of this Agreement, if necessary and available, by entering into the appropriate separate agreement(s) with Motorola.

**2.8 Motorola Software.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement (other than software development kits, if applicable, which have separate software license agreements). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

**2.9 Non-Motorola Software.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software.

**2.10 Training.** Motorola agrees to provide training under this Agreement to User, its agents and employees, in accordance with the Training Schedule. User will notify Motorola of any required changes for the date of any scheduled training.

**2.11 Additional Equipment or Software.** During the Term, User may purchase additional equipment or software ("Additional Equipment") from Motorola provided it is then available and the parties mutually agree on the pricing and delivery terms. The applicable provisions of this Agreement, the Software License Agreement, and any applicable equipment warranty will govern the purchase and sale of Additional Equipment or software. Motorola will invoice User if and as Additional Equipment is shipped or software is licensed. Unless otherwise agreed to by the parties, title for Additional Equipment (software excluded) shall pass

immediately upon shipment of such equipment by Motorola, and payment shall be due within thirty (30) days after the invoice date. Risk of loss for Additional Equipment shall pass to User upon delivery at User's location.

**2.12 Substitutions.** Motorola reserves the right to substitute any Equipment, Software, or Services to be provided by Motorola hereunder provided that such substitutions result in no additional cost to User and meet the specifications set out in the Statement of Work. Any such substitution will be reflected in a change order.

**2.13 Title and Risk of Loss.** All freight charges will be pre-paid by Motorola and added to the invoices. Title to the Equipment will pass to User upon shipment, except that title to Software will not pass to User at any time. Risk of loss will pass to User upon delivery of the Equipment to User. Motorola will pack and ship all Equipment in accordance with good commercial practices.

### 3. PAYMENTS

**3.1 Contract Price.** The Contract Price in U.S. dollars is \$2,815,717.00.

**3.2 Invoicing and Payment.** Motorola will submit invoices to Customer according to the Schedule of Payments attached hereto as Exhibit F. Except for a payment that is due on the Effective Date, User will make payments to Motorola within thirty (30) days after the date of each invoice. User will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. For reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

**3.3 Late Payments.** Payments not made when due shall bear interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

### 4. SITES

**4.1 Sites Where Equipment is Installed.** Equipment to be located at antenna sites will be installed at existing STARCOM21 antenna sites.

### 5. SYSTEM ACCEPTANCE

**5.1 Commencement of Acceptance Tests.** Motorola will provide notice to User at least ten (10) days prior to commencing Acceptance Tests. Acceptance Testing will occur only in accordance with the Acceptance Plan.

**5.2 Project Completion.** When Project Completion occurs, the parties will memorialize this event by promptly executing a Project Completion Certificate in the form attached hereto as Exhibit C. If the Acceptance Plan includes separate tests for individual subsystems or phases of the STARCOM21, completion of the individual subsystem or phase will occur upon the successful completion of the Acceptance Tests for such subsystem or phase, and the parties will promptly execute a completion certificate for the subsystem or phase. After

completion of the Acceptance Tests, if User believes that STARCOM21 fails any of the Acceptance Tests, User will provide to Motorola a written notice that includes the specific details of such failure. If User fails to provide to Motorola such notice within fifteen (15) days after completion of the Acceptance Tests, Project Completion will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in STARCOM21 that do not materially impair the operation of the STARCOM21 as a whole will not postpone Project Completion or subsystem completion, but will be corrected according to a mutually agreed schedule.

**5.3 Beneficial Use.** User acknowledges that Motorola's ability to perform its implementation and testing responsibilities under this Agreement may be impeded if User begins using the System before Project Completion. Therefore, User may not commence Beneficial Use before Project Completion without Motorola's prior written authorization, or in a manner other than as agreed in the Memorandum of Understanding dated February 15, 2005, which Motorola will not unreasonably withhold. Motorola is not responsible for STARCOM21 performance deficiencies that occur during unauthorized Beneficial Use.

## 6. **ANCILLARY AGREEMENTS**

**6.1 License Management Agreement.** User hereby accepts, and agrees to execute and abide by all terms of a License Management Agreement with Motorola, as manager of STARCOM21, in the form attached hereto as Exhibit D. Notwithstanding the terms thereof, User agrees to maintain the License Management Agreement, as such may be amended, modified or replaced from time to time, in full force and effect throughout the Term of this Agreement.

**6.2 STARCOM21 User Agreement.** User hereby accepts, and agrees to execute and abide by all terms of a STARCOM21 User Agreement with Motorola, as manager of STARCOM21, in the form attached hereto as Exhibit E. Notwithstanding the terms thereof, User agrees to maintain the STARCOM21 User Agreement, as such may be amended, modified or replaced from time to time, in full force and effect throughout the Term of this Agreement.

## 7. **REPRESENTATIONS AND WARRANTIES**

**7.1 Authority.** Each party represents and warrants to the other that: (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties hereunder; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms, subject to bankruptcy, insolvency, receivership and similar laws; and (iv) the execution, delivery, and performance of this Agreement do not violate any agreement, bylaw, charter, regulation, law or any other governing authority of the party.

**7.2 System Functionality.** Motorola represents that STARCOM21 will perform consistently with the design and functionality specifications contained in the Statement of Work in all material respects. Upon System Acceptance STARCOM21 functionality representation shall be deemed fulfilled. Motorola is not responsible for STARCOM21 performance

deficiencies that are caused by reasons beyond Motorola's control, such as (i) an earthquake, adverse atmospheric conditions, or other natural causes; (ii) the construction of a building that adversely affects reliability or radio frequency (RF) coverage; (iii) the addition of frequencies at System sites that cause RF interference or intermodulation; (iv) Force Majeure; or (vi) any acts of parties who are beyond Motorola's control, including without limitation third parties contracting with User for the provision of Services.

**7.3 Equipment Warranty.** For one (1) year from the date of System Acceptance, Motorola warrants that the Purchased Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Purchased Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Purchased Equipment. Motorola does not warrant any Equipment or Services provided under this Agreement or otherwise, except as specifically set forth in this Agreement.

**7.4 Motorola Software Warranty.** Unless otherwise stated in the Software License Agreement, for one (1) year from the date of System Acceptance, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

**7.5 Exclusions to Equipment and Motorola Software Warranties.** These warranties do not apply to: (i) defects or damage resulting from use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; (ii) defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; (iii) defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; (iv) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (v) defects or damage caused by User's failure to comply with all applicable industry and OSHA standards; (vi) Equipment that has had the serial number removed or made illegible; (vii) batteries (because they carry their own separate limited warranty); (viii) freight costs to ship Equipment to the repair depot; (ix) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (x) normal or customary wear and tear.

**7.6 Warranty Claims.** For User to assert a claim that the Equipment or Motorola Software does not conform to these warranties, User must notify Motorola in writing of the claim before the expiration of the warranty period. Upon receipt of such notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to User) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. Such action will be the full extent of Motorola's liability hereunder. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's current labor rates. Repaired or replaced product is warranted for the balance of the

original applicable warranty period. All replaced products or parts will become the property of Motorola.

**7.7 Original End User Is Covered.** These express limited warranties are extended by Motorola to the original end user benefited by the purchasing STARCOM21 for commercial, industrial, or governmental use only, and are not assignable or transferable.

**7.8 DISCLAIMER OF OTHER WARRANTIES.** THE WARRANTIES GIVEN BY OR UNDER THIS AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE SERVICES, EQUIPMENT AND SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**7.9 FCC Licenses.** User represents and warrants that it (i) is the duly authorized licensee of the Licenses shown on Exhibit A hereto and is duly qualified under all laws, rules and regulations to hold such licenses, (ii) is the sole owner and real-party-in-interest of the licenses and that no other party has an interest of any kind in such licenses, (iii) has the requisite authority and/or capacity, as applicable, to perform its undertakings pursuant to this Agreement, (iv) is familiar with the applicable rules and regulations of the FCC, including without limitation those requiring that a licensee retain control of its licenses, (v) is aware of no impediment to the performance of its undertakings hereunder, and (vi) shall maintain the licenses in full force and effect and as part of STARCOM21 during the Term.

## 8. DELAYS

**8.1 Excusable Delays.** Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, wars, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will extend the Performance Schedule by written agreement, for a time period that is reasonable under the circumstances.

**8.2 Performance Schedule Delays Caused By Licensee.** If the Performance Schedule is delayed because of User (including any of its other contractors), (i) the parties will extend the Performance Schedule by written agreement.

## 9. DISPUTES

**9.1 Settlement Preferred.** Motorola and User will attempt to settle any claim or controversy arising from this Agreement (except for a claim relating to intellectual property) through consultation and negotiation in good faith and a spirit of mutual cooperation. The respective project managers will confer and attempt to settle a dispute. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated in Illinois, or such other place as the parties jointly agree, by a mediator chosen jointly by Motorola and User within thirty (30) days after notice by one of the parties demanding non-binding mediation. Motorola and User will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution (“ADR”).

**9.2 Litigation.** Any claim relating to intellectual property and any dispute that cannot be resolved between the parties through negotiation or mediation within sixty (60) days after the date of the initial demand for non-binding mediation as described above in Section 9.1 shall then be submitted by either party to a court of competent jurisdiction in the federal courts of Illinois, if such court has jurisdiction. Each party consents to jurisdiction over it by such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if (i) good faith efforts to resolve the dispute under these procedures have been unsuccessful; or (ii) interim relief from the court is necessary to prevent serious and irreparable injury to such party or any of its affiliates, agents, employees, suppliers, or subcontractors.

## 10. DEFAULT AND TERMINATION

**10.1 Default By Motorola.** If Motorola fails to achieve Project Completion in accordance with this Agreement or otherwise breaches a material obligation under this Agreement, User may consider Motorola to be in default, unless User or a Force Majeure causes such failure. If User asserts a default, it will give Motorola detailed written notice thereof. Motorola will have thirty (30) days thereafter (i) to dispute the assertion, (ii) cure the default, or (iii) provide a written plan to cure the default that is reasonably acceptable to User. If Motorola provides a cure plan, it will begin implementing the cure plan immediately after receipt of User’s approval of such plan.

**10.2 Default By User.** If User fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, or otherwise breaches a material obligation under this Agreement, Motorola may consider User to be in default, unless Motorola causes such failure. If Motorola asserts a default, it will give User detailed written notice thereof. User will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure the default, or (iii) provide a written plan to cure the default that is acceptable to Motorola. If User provides a cure plan, it will begin implementing the cure plan immediately after receipt of Motorola’s approval of such plan. Motorola may stop performance hereunder upon a material default by User. Notwithstanding anything to the contrary set forth herein, User shall have ten

(10) days from due date to cure a monetary default (and shall not be entitled to notice thereof), which obligation shall not be suspended under any circumstances, including Force Majeure.

**10.3 Failure To Cure.** If a defaulting party fails to cure the default as provided above in Sections 10.1 or 10.2, unless otherwise agreed in writing, the non-defaulting party may terminate this Agreement. In the event of such termination, the defaulting party will promptly return to the non-defaulting party any of its Confidential Information (as defined below), without any further obligation or liability except as specifically set forth in this Agreement.

**10.4 Termination.** Notwithstanding anything to the contrary contained herein, in the event of a termination of the State Contract pursuant to the terms thereof or otherwise, either party to this Agreement may, in its sole discretion, terminate this Agreement without penalty or default. Such terminating party shall provide written notice of its intent to terminate not less than ninety (90) days prior to any such termination.

## 11. INDEMNIFICATION

**11.1 Indemnity by Motorola.** Motorola will indemnify and hold User harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against User to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, provided that User gives Motorola prompt, written notice of any such claim or suit. User shall cooperate with Motorola in its defense or settlement of any such claim or suit. This section sets forth the full extent of Motorola's indemnification of User from liabilities that are in any way related to Motorola's performance under this Agreement.

**11.2 Indemnity by User.** User will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of User, its other contractors, or their employees or agents, while performing their duties under this Agreement, provided that Motorola gives Licensee prompt, written notice of any such claim or suit. Motorola shall cooperate with User in its defense or settlement of such claim or suit. User does not waive any of its protection under the Local Government and Governmental Employees Tort Immunity Act.

### **11.3 Patent and Copyright Infringement.**

(a) Motorola will defend at its expense any suit brought against User to the extent that it is based on an Infringement Claim, and Motorola will indemnify User for those costs and damages finally awarded against User for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: (i) User promptly notifying Motorola in writing of such Infringement Claim; (ii) Motorola having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) User providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

(b) If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for User the right to continue using the Equipment

or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant User a credit for such Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

(c) Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished or authorized by Motorola; (ii) the use of ancillary equipment or software not furnished or authorized by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; (iii) any Equipment that is not Motorola's design or formula; (iv) a modification of the Motorola Software by a party other than Motorola; or (v) the failure by User to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment and Motorola Software or any parts thereof.

## **12. LIMITATION OF LIABILITY.**

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or Services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF THE SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

## **13. CONFIDENTIALITY AND PROPRIETARY RIGHTS**

### **13.1 Confidential Information.**

(a) During the Term, the parties may provide one-another with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, confidential information shall not include any information that: (i) is or becomes publicly known



the burden of any such taxes, Motorola will send an invoice to User and User will pay to Motorola the amount of taxes (including any applicable interest and penalties) within twenty (20) days after the date of the invoice.

**14.2 Assignability.** Neither party may assign this Agreement without the prior written consent of the other party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of User.

**14.3 Subcontracting.** Motorola may subcontract any portion of the work, but such subcontracting will not relieve Motorola of its duties under this Agreement.

**14.4 Waiver.** Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

**14.5 Severability.** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

**14.6 Independent Contractors.** Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be an employee or agent of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

**14.7 Construction.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement was drafted and negotiated by both parties hereto and no ambiguity will be construed against either party under any rule of construction or otherwise.

**14.8 Governing Law.** This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which STARCOM21 is installed.

**14.9 Entire Agreement.** This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any Licensee purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

(b) Concerning the Confidential Information provided to it by the other party, each party will: (i) maintain the confidentiality of such Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees or agents who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

### **13.2 Preservation of Motorola's Proprietary Rights.**

(a) Motorola owns and retains all of its Proprietary Rights in the Equipment and Software. Any third party manufacturer of Equipment or copyright owner of any Software owns and retains all of their Proprietary Rights in such Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola, any copyright owner of Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Licensee the Equipment, Software, or Services remain vested exclusively in Motorola, and this Agreement does not grant to User any shared development rights of intellectual property. This Agreement does not involve any Software that is a "work made for hire."

(b) Nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. User agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export any Software, or permit or encourage any third party to do so.

## **14. GENERAL**

**14.1 Taxes.** The Contract Price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, assessments or duties (other than federal, state, and local taxes based on Motorola's income or net worth), all of which will be paid by Licensee except as exempt by law. Except for property taxes or other taxes based on ownership and operation of the Equipment, if Motorola is required to pay or bear

14.10 Notices. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized national courier service), and shall be effective upon receipt:

To Motorola:

System Manager, STARCOM21  
Motorola, Inc.  
1309 E. Algonquin Road  
Schaumburg, IL 60196

To User:

County Administrator  
County of McLean, Illinois  
Room 401  
115 West Washington Street  
Bloomington, Illinois 61702-2400

Any party may, from time to time, designate any other address for this purpose by written notice to the other party.

14.11 Compliance With Applicable Laws. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. User will obtain and comply with all Federal Communications Commission licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Neither Motorola nor any of its employees is an agent or representative of User in such matters.

14.12 Survival of Terms. The following provisions shall survive the expiration or any termination of this Agreement: Section 7 (Representations and Warranties); Section 8 (Delays); Section 9 (Disputes); Section 12 (Limitation of Liability); and Section 13 (Confidential Information and Preservation of Motorola's Proprietary Rights).

**IN WITNESS WHEREOF**, the parties' duly authorized representatives have executed this Agreement as of the date listed on the first page hereof.

Motorola, Inc.

McLean County, IL

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: MICHAEL F. SWIERKIEW

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

Title: CHAIRMAN

## LIST OF EXHIBITS

Exhibit A	FCC Licenses
Exhibit B-1	Statement of Work
Exhibit B-2	Purchased System Equipment
Exhibit B-3	Purchased Non-System Equipment
Exhibit B-4	Acceptance Plan
Exhibit B-5	Training Schedule
Exhibit C	Project Completion Certificate
Exhibit D	License Management Agreement
Exhibit E	Starcom21 User Agreement
Exhibit F	Schedule Payments
Exhibit G	Software License Agreement
Exhibit H	Software Subscription Agreement

EXHIBIT A  
FCC LICENSES



RADIO STATION AUTHORIZATION

Licensee: MC LEAN, COUNTY OF

FCC Registration  
Number (FRN): 0004818951

SHERIFFS DEPT  
MC LEAN, COUNTY OF  
104 W FRONT ST  
BLOOMINGTON IL 61701

Call Sign KNNK867	File Number 0002158192
Radio Service YP - Public Safety/Spec Emerg, 806-821/851-866 MHz, Trunked	
Regulatory Status PMRS	
Frequency Coordination Number 26YPA850183440	

Grant Date 02-22-2001	Effective Date 05-23-2005	Expiration Date 02-27-2011	Print Date 05-24-2005
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address, or Mobile Area of Operation

- Loc. 1  
Address: TOWER CTR 520 N CENTER ST  
CITY: BLOOMINGTON  
County: MCLEAN  
State: IL  
Lat (NAD83): 40-28-59.1 N Long (NAD83): 88-59-43.3 W ASR No: Ground Elev: 241.0
- Loc. 2  
Address: 2 KM S DN PINE  
CITY: LEXINGTON  
County: MCLEAN  
State: IL  
Lat (NAD83): 40-37-44.1 N Long (NAD83): 88-26-52.2 W ASR No: Ground Elev: 223.0
- Loc. 3  
Address: 6 KM SE  
CITY: ARROWSMITH  
County: MCLEAN  
State: IL  
Lat (NAD83): 40-24-17.1 N Long (NAD83): 88-35-34.2 W ASR No: Ground Elev: 261.0
- Loc. 4  
Land Mobile Control Station meeting the 6.1 Meter Rule: IL
- Loc. 5  
Area of Operation:  
Operating within a 43.0 km radius around 40-31-0.1 N 88-49-44.3 W  
MCLEAN, IL
- Loc. 6  
Address: Beaufort & School Streets  
City: Normal  
County: MCLEAN  
State: IL

Conditions:  
Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 606.

Licensee Name: MC LEAN, COUNTY OF

Call Sign: KNNK867

File Number: 0002158192

Print Date: 05-24-2005

Loc: 7  
 Lat (NAD83): 40-30-28.9 N Long (NAD83): 88-59-17.0 W ASR No.: Ground Elev: 216.0  
 Address: MORaine VIEW STATE PARK  
 City: LE RDY. County: MCLEAN State: IL  
 Lat (NAD83): 40-25-26.0 N Long (NAD83): 88-44-10.0 W ASR No.: 1008048 Ground Elev: 268.0  
 Loc: 8  
 Address: TOWN OF Congerville  
 City: Congerville County: MCLEAN State: IL  
 Lat (NAD83): 40-38-41.4 N Long (NAD83): 89-10-47.4 W ASR No.: 1203773 Ground Elev: 242.9

Antennas

Loc. No.	Ant. No.	Frequencies (MHZ)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	856.76250	FB2	1	0	20K0F3E	60.000	252.000	112.0	111.0	
1	1	857.76250	FB2	1	0	20K0F3E	60.000	252.000	112.0	111.0	
1	1	858.23750	FB2	1	0	20K0F3E	60.000	252.000	112.0	111.0	
1	1	858.76250	FB2	1	0	20K0F3E	60.000	252.000	112.0	111.0	
1	1	858.93750	FB2	1	0	20K0F3E	60.000	252.000	112.0	111.0	
1	1	859.23750	FB2	1	0	20K0F3E	60.000	252.000	112.0	111.0	
1	1	859.76250	FB2	1	0	20K0F3E	60.000	252.000	112.0	111.0	
1	1	859.93750	FB2	1	0	20K0F3E	60.000	252.000	112.0	111.0	
1	1	860.23750	FB2	1	0	20K0F3E	60.000	252.000	112.0	111.0	
1	1	860.76250	FB2	1	0	20K0F3E	60.000	252.000	112.0	111.0	
1	1	860.93750	FB2	1	0	20K0F3E	60.000	252.000	112.0	111.0	
2	1	856.76250	FB2	1	0	20K0F3E	60.000	148.000	119.0	118.0	

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1	857	76250	FB2	1	0	20KOF3E	60,000	148,000	119.0	119.0
1	858	23750	FB2	1	0	20KOF3E	60,000	148,000	119.0	119.0
1	858	76250	FB2	1	0	20KOF3E	60,000	148,000	119.0	119.0
1	858	93750	FB2	1	0	20KOF3E	60,000	148,000	119.0	119.0
1	859	23750	FB2	1	0	20KOF3E	60,000	148,000	119.0	119.0
1	859	76250	FB2	1	0	20KOF3E	60,000	148,000	119.0	119.0
1	859	93750	FB2	1	0	20KOF3E	60,000	148,000	119.0	119.0
1	860	23750	FB2	1	0	20KOF3E	60,000	148,000	119.0	119.0
1	860	76250	FB2	1	0	20KOF3E	60,000	148,000	119.0	119.0
1	860	93750	FB2	1	0	20KOF3E	60,000	148,000	119.0	119.0
1	856	76250	FB2	1	0	20KOF3E	60,000	151,000	89.0	106.0
1	857	76250	FB2	1	0	20KOF3E	60,000	151,000	89.0	106.0
1	858	23750	FB2	1	0	20KOF3E	60,000	151,000	89.0	106.0
1	858	76250	FB2	1	0	20KOF3E	60,000	151,000	89.0	106.0
1	858	93750	FB2	1	0	20KOF3E	60,000	151,000	89.0	106.0
1	859	23750	FB2	1	0	20KOF3E	60,000	151,000	89.0	106.0
1	859	76250	FB2	1	0	20KOF3E	60,000	151,000	89.0	106.0
1	859	93750	FB2	1	0	20KOF3E	60,000	151,000	89.0	106.0
1	860	23750	FB2	1	0	20KOF3E	60,000	151,000	89.0	106.0
1	860	76250	FB2	1	0	20KOF3E	60,000	151,000	89.0	106.0
1	860	93750	FB2	1	0	20KOF3E	60,000	151,000	89.0	106.0
1	811	76250	FX1	7	0	20KOF3E	30,000	100,000		
1	812	76250	FX1	7	0	20KOF3E	30,000	100,000		
1	813	23750	FX1	7	0	20KOF3E	30,000	100,000		
1	813	76250	FX1	7	0	20KOF3E	30,000	100,000		
1	813	93750	FX1	7	0	20KOF3E	30,000	100,000		
1	814	23750	FX1	7	0	20KOF3E	30,000	100,000		
1	814	76250	FX1	7	0	20KOF3E	30,000	100,000		
1	814	93750	FX1	7	0	20KOF3E	30,000	100,000		
1	815	23750	FX1	7	0	20KOF3E	30,000	100,000		
1	815	76250	FX1	7	0	20KOF3E	30,000	100,000		
1	815	93750	FX1	7	0	20KOF3E	30,000	100,000		



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1	811.76250	MD	1100	0	20K0F3E	35.000	70.000	
1	812.76250	MD	1100	0	20K0F3E	35.000	70.000	
1	813.23750	MD	1100	0	20K0F3E	35.000	70.000	
1	813.76250	MD	1100	0	20K0F3E	35.000	70.000	
1	813.93750	MD	1100	0	20K0F3E	35.000	70.000	
1	814.23750	MD	1100	0	20K0F3E	35.000	70.000	
1	814.76250	MD	1100	0	20K0F3E	35.000	70.000	
1	814.93750	MD	1100	0	20K0F3E	35.000	70.000	
1	815.23750	MD	1100	0	20K0F3E	35.000	70.000	
1	815.76250	MD	1100	0	20K0F3E	35.000	70.000	
1	815.93750	MD	1100	0	20K0F3E	35.000	70.000	
1	811.76250	MD	550	0	11K2F3E	3.000	3.000	05-23-2006
1	811.76250	MD	550	0	11K2F3E	35.000	70.000	05-23-2006
1	812.76250	MD	550	0	11K2F3E	3.000	3.000	05-23-2006
1	812.76250	MD	550	0	11K2F3E	35.000	70.000	05-23-2006
1	813.23750	MD	550	0	11K2F3E	3.000	3.000	05-23-2006
1	813.23750	MD	550	0	11K2F3E	35.000	70.000	05-23-2006
1	813.76250	MD	550	0	11K2F3E	3.000	3.000	05-23-2006
1	813.76250	MD	550	0	11K2F3E	35.000	70.000	05-23-2006
1	813.93750	MD	550	0	11K2F3E	3.000	3.000	05-23-2006
1	813.93750	MD	550	0	11K2F3E	35.000	70.000	05-23-2006
1	814.23750	MD	550	0	11K2F3E	3.000	3.000	05-23-2006
1	814.23750	MD	550	0	11K2F3E	35.000	70.000	05-23-2006
1	814.76250	MD	550	0	11K2F3E	3.000	3.000	05-23-2006
1	814.76250	MD	550	0	11K2F3E	35.000	70.000	05-23-2006
1	814.93750	MD	550	0	11K2F3E	3.000	3.000	05-23-2006
1	814.93750	MD	550	0	11K2F3E	35.000	70.000	05-23-2006
1	815.23750	MD	550	0	11K2F3E	3.000	3.000	05-23-2006
1	815.23750	MD	550	0	11K2F3E	35.000	70.000	05-23-2006
1	815.76250	MD	550	0	11K2F3E	3.000	3.000	05-23-2006
1	815.76250	MD	550	0	11K2F3E	35.000	70.000	05-23-2006
1	815.93750	MD	550	0	11K2F3E	3.000	3.000	05-23-2006

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1	855	98750	MD	550	0	11K2F3E	35.000	70.000					05-23-2006
1	856	76250	MD	550	0	11K2F3E	3.000	3.000					05-23-2006
1	856	76250	MD	550	0	11K2F3E	35.000	70.000					05-23-2006
1	857	76250	MD	550	0	11K2F3E	3.000	3.000					05-23-2006
1	857	76250	MD	550	0	11K2F3E	35.000	70.000					05-23-2006
1	858	23750	MD	550	0	11K2F3E	3.000	3.000					05-23-2006
1	858	23750	MD	550	0	11K2F3E	35.000	70.000					05-23-2006
1	858	76250	MD	550	0	11K2F3E	3.000	3.000					05-23-2006
1	858	76250	MD	550	0	11K2F3E	35.000	70.000					05-23-2006
1	858	93750	MD	550	0	11K2F3E	3.000	3.000					05-23-2006
1	858	93750	MD	550	0	11K2F3E	35.000	70.000					05-23-2006
1	859	23750	MD	550	0	11K2F3E	3.000	3.000					05-23-2006
1	859	23750	MD	550	0	11K2F3E	35.000	70.000					05-23-2006
1	859	76250	MD	550	0	11K2F3E	3.000	3.000					05-23-2006
1	859	76250	MD	550	0	11K2F3E	35.000	70.000					05-23-2006
1	859	93750	MD	550	0	11K2F3E	3.000	3.000					05-23-2006
1	859	93750	MD	550	0	11K2F3E	35.000	70.000					05-23-2006
1	860	23750	MD	550	0	11K2F3E	3.000	3.000					05-23-2006
1	860	23750	MD	550	0	11K2F3E	35.000	70.000					05-23-2006
1	860	76250	MD	550	0	11K2F3E	3.000	3.000					05-23-2006
1	860	76250	MD	550	0	11K2F3E	35.000	70.000					05-23-2006
1	860	93750	MD	550	0	11K2F3E	3.000	3.000					05-23-2006
1	860	93750	MD	550	0	11K2F3E	35.000	70.000					05-23-2006
6	856	76250	FB2	1	0	11K2F3E	100.000	204.200	32.3	4.6			05-23-2006
6	857	76250	FB2	1	0	11K2F3E	100.000	204.200	32.3	4.6			05-23-2006
6	858	76250	FB2	1	0	11K2F3E	100.000	204.200	32.3	4.6			05-23-2006
6	859	76250	FB2	1	0	11K2F3E	100.000	204.200	32.3	4.6			05-23-2006
6	860	76250	FB2	1	0	11K2F3E	100.000	204.200	32.3	4.6			05-23-2006
7	858	93750	FB2	1	0	11K2F3E	100.000	208.900	48.7	63.1			05-23-2006
7	859	93750	FB2	1	0	11K2F3E	100.000	208.900	48.7	63.1			05-23-2006
7	860	93750	FB2	1	0	11K2F3E	100.000	208.900	48.7	63.1			05-23-2006
8	858	23750	FB2	1	0	11K2F3E	100.000	200.500	189.0	203.4			05-23-2006

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B	859.23750	FB2	1	0	11K2F3E	100,000	200,500	189.0	203.4	05-23-2006
8	860.23750	FB2	1	0	11K2F3E	100,000	200,500	189.0	203.4	05-23-2006

Control Points

Control Address

Pt. No.

1 2411 E EMPIRE ST STE 100  
 City BLODMINGTON

County

State IL

Telephone Number (309)888-5596

**EXHIBIT B-1**

**STATEMENT OF WORK**

*Section 5*

***STATEMENT OF WORK***

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## STATEMENT OF WORK

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Motorola presents this preliminary Statement of Work (SOW) to summarize project deliverables and define project responsibilities required for the integration of the proposed McLean County communications system. This document will be reviewed and discussed in full during the Detail Design Review. This preliminary Statement of Work will express the actual work involved for the site modifications, the installation and optimization phase of the project, the installation standards that will be followed, and the responsibilities of both Motorola and McLean County in the completion of the contract.

### GENERAL SYSTEM DESCRIPTION

Motorola is proposing our **ASTRO 25** system to support McLean County's communications needs. This **ASTRO 25** system will interface to the **STARCOM21** network which will meet McLean County's requirements for capacity, expansion, inter-operability redundancy, and the efficient use of frequencies. The system design proposed for McLean County, will link together six (6) trunked sites into a single, seamless network. This proposed system gives McLean County the optimum coverage and throughput available with all channels at all sites.

In addition to the RF network described above, Motorola is also proposing seven (7) new Gold Elite Console positions to be installed at the County's Primary Dispatch Center, and an additional two (2) remote positions to be installed at the County's Back-up Dispatch Center. Each Gold Elite Console position will also have an RF control station installed at the position for back up communications in the event that the CEB fails, or that the T1 link that is provided by the County fails.

The design of the proposed Motorola **ASTRO 25** network and the coverage performance predicted by Motorola are predicated upon the implementation of the system at the communication sites identified. Motorola selected these sites from the list of **STARCOM21** sites to provide the best coverage for McLean County.

Motorola has defined the six (6) RF sites that will be utilized in this proposal as the following:

1. Watterson Dorm
2. Dawson Lake
3. Congerville
4. Melvin
5. Pontiac
6. Lincoln

Only four (4) of the six (6) sites require enhancements; therefore, only four (4) sites will be addressed in this section. Motorola will also be performing work at the following Dispatch center locations:

Primary Dispatch Center: 2411 E. Empire Street, Bloomington, IL

Back up County Dispatch Center: 100 E. Phoenix, Normal, IL

## **MOTOROLA SYSTEM INTEGRATION**

Over the last two decades, radio systems have become more complex and sophisticated. Radio systems are no longer only voice communication systems, but also provide a medium for information of all types, covering a wide variety of new and emerging applications. As system complexity increases, design, installation, and integration become more critical to the successful completion of the total system. A specialized set of skills is required to perform these tasks. Recognizing these changing requirements, Motorola has organized their resources into a single Systems Integration (SI) group to meet these needs. This organization is involved from system conception to system completion. Ancillary functions support the development of a system design and implementation. The Motorola SI organization is a dynamic team assembled for each project to fulfill the customer's specific requirements. The Motorola System Integration organization and McLean County team members will form a cohesive group to address McLean County's needs to arrive at the optimum communication solution. Each member of the SI organization stays abreast of the latest methods and techniques in their discipline.

## **PROGRAM MANAGEMENT RESPONSIBILITY**

The Project Manager has full responsibility for the successful completion of the project; and will be the focal point for all communications between McLean County and Motorola during the system implementation phase, which allows for a smooth and timely installation. The Project Manager will be responsible for the total project in accordance with the contractual schedule requirements and the technical and financial objectives of the contract. He/she will be directly responsible for reviewing and controlling the project schedule, equipment orders and deliveries, subcontracts, installation, system testing and optimization, documentation, training and all duties required to coordinate the work of various team members to ensure a completely operational system. All field installation and implementation teams will be closely managed to ensure all on-site installation, integration and optimization tasks are performed within contract requirements.

To maintain project monitoring and control, the Project Manager will submit monthly reports to McLean County outlining objectives and progress during the past period, present status including problem areas, and set objectives for the coming period. Scheduling will be updated weekly or as needed. The Project Manager will ensure proper allocation of resources: technical personnel, finances and material to ensure



that the system is implemented to satisfy McLean County's and Motorola's standards. These resources will be allocated per the project schedule to ensure all tasks are completed on time.

The Project Manager will ensure the equipment purchased from subcontractors meets or exceeds the specifications established by the manufacturer. A comprehensive inventory of all received equipment will be completed to ensure total delivery. Further, an inspection of the physical condition of all hardware will be performed to ensure no damage occurred during shipment. Before the equipment is installed, all sites will be inspected to ensure that all site preparation is complete. The delivered equipment will be installed, optimized, and tested to ensure compliance with the contractual requirements. The Project Manager supports the actual hardware implementation with proper documentation, guidance and training. Ensuring quality workmanship by all Motorola vendors and subcontractors for provided equipment and services is a primary responsibility of the Project Manager. To aid the Project Manager and increase the effectiveness of his/her role, McLean County is a vital source in the implementation of the system. Motorola will rely on McLean County to perform its functions as outlined in the agreed upon schedule and in the Statement of Work, in a manner that ensures the timely completion of the project.

In addition, the Project Manager is accountable for managing contractual requirements including change orders. Contractual requirements will be ensured by the careful development of contract documents for the Statement of Work and contract supporting documents for both McLean County and all subcontractors. The development of the Motorola project team installation and implementation plan is a primary responsibility and ties directly to the project schedule for contract adherence. As milestones noted on the project schedule are completed, the Project Manager will obtain McLean County's concurrence and acceptance.

The Motorola Project Manager is responsible for ensuring that technical teams responsible for system management are trained and in place and that the system monitoring is properly set up with the Motorola Systems Support Center. Over the course of the project, documentation including as built drawings, programming parameters, system settings, system data base management, and other information has been compiled and updated to its final and completed state. This data will be compiled into a System Manual, which include service contacts and phone numbers, protocols for major system failures, and all information related to the maintenance and management of the system. The Project Manager will ensure that copies of this manual are distributed to the appropriate McLean County personnel as well as Motorola system management personnel, engineering, and service personnel responsible for system maintenance.





## CUSTOMER CENTER FOR SYSTEMS INTEGRATION (CCSI)

Motorola has created an efficient staging process in the factory environment in Schaumburg, IL. As noted, the console portion of the system will be built and tested from approved drawings from McLean County, configuring equipment exactly as it will be installed at the County. The following is a review of then activities that relate to this effort:

All equipment of Motorola manufacture is extensively tested, both during the assembly process and upon completion of the manufacturing process.

All items of Motorola manufacture are shipped complete with a printout of all standard tests that are conducted upon completion of the manufacturing and final assembly process.

- ❖ Specific system application parameters will be loaded on all equipment.
- ❖ System levels will be preset on all equipment.
- ❖ Customer specific programming of console equipment and subscriber units will be loaded. This will depend on McLean County providing the required personnel within the proposed schedule time frames, in order to complete the fleet map prior to the completion of system staging.
- ❖ Physical set-up of all console fixed network equipment (FNE) will be performed.
- ❖ Equipment will be racked as needed by site.
- ❖ Custom length control/audio cables will be provided for each site.

### Documentation

- ❖ Copies of all manufacturing factory supplied final test data sheets.
- ❖ System functional block and level diagrams.
- ❖ Listing of all firmware versions in all equipment as shipped from the plant.
- ❖ List of all jumper and dipswitch settings as shipped from the plant.
- ❖ Graphic system assembly drawings by site for equipment installation.
- ❖ System checkout manual for install/power-up upon field installation.
- ❖ Equipment tracking report by site for the system as inputted by the field.
- ❖ Computer disk copies of all available information (except graphics).
- ❖ Printout of all equipment parameter settings and a disk copy of the same (assumes RSS has been purchased).
- ❖ System Center test results (check mark to indicate test performed, no failures will be shipped).

### Labeling

All FNE cables will be labeled on both ends with to/from designations.

All equipment to be labeled to System Center standards, equivalent to R56 standards.



Motorola highly recommends that representative(s) from McLean County travel to Schaumburg, Illinois during the system staging process.

### **Equipment Delivery**

Upon completion of the factory staging test and signature approval by McLean County, Motorola will disassemble and ship all radio system equipment to either the designated site. Upon receipt to the designated site location, Motorola will perform an inventory of all equipment and submit an inventory report to McLean County delineating all equipment. McLean County can participate in this inventory to verify equipment shipments if so desired. McLean County will sign-off on an Inventory Completion document, and after completion of the inventory, Motorola will set in place equipment accountability processes as equipment is moved from storage to the appropriate locations.

### **Documentation**

Complex systems require precise system documentation. Motorola uses the system documentation to specify manufacture, guide CCSI testing, and to install the system. System documentation begins with the preliminary documentation as written by the system engineer. The documentation evolves during system staging at CCSI, field installation, and during the optimization phase of the system implementation. At final acceptance, the documentation will be complete and presented to McLean County.

System documentation shall include but is not limited to:

- ❖ Description of system functionality
- ❖ Programming templates
- ❖ Interconnection drawings
- ❖ McLean County specific test results
- ❖ Block and level diagrams for the system and each site
- ❖ Standard system functionality results
- ❖ Box test results from the manufacturing line
- ❖ Interconnection charts
- ❖ Manufacturer's standard operator manuals
- ❖ Reassembly instructions
- ❖ Interconnection cable description and inventory
- ❖ Printout of equipment parameters
- ❖ Inventory with serial numbers and installation reference
- ❖ Software firmware version number

## **STANDARDS OF WORK**

All equipment provided for each site and the installation techniques used by Motorola for the equipment shall comply with the Uniform Building Code (UBC), Motorola Quality Standards-FNE Installation, National Electric Code (NEC 1990), National Fire Protection Association NFPA 1221 Code, American Society of Heating,



refrigerating, and Air Conditioning engineers (ASHRAE) and all other applicable codes and ordinances and per the regulations as delineated in the contract.

Motorola has quoted fully complete and operational radio communications sites. We shall perform all work necessary to provide communication sites that meet all required inspections and approvals with the clarifications noted in this Statement of Work. Motorola has not included costs to take corrective actions on any existing environmental conditions that prohibit implementation.

Motorola shall install all equipment in a neat and workmanlike manner, in accordance with the published standards contained in the latest release of Motorola's R-56 Quality and Installation Standards, which is included in this proposal

## **SUBCONTRACTORS**

Motorola will assign subcontractors to designated tasks within the implementation of the McLean County system.

During implementation, Motorola will be responsible for all safety and protection of personnel and property and will comply with all regulations and laws, including any required notifications to owners of adjacent properties. Motorola will be responsible for cleanup during and after implementation and will leave all sites in a clean and orderly condition. Motorola will be responsible for the safe handling, use, and disposal of any hazardous materials at sites that are part of construction and installation provision.

## **SITE READY**

Motorola shall be responsible for all site ready activities at the existing four (4) STARCOM21 RF sites. McLean County will be responsible for all site ready activities at the two (2) Dispatch Centers.

## **STANDARD WORK DAY**

The Standard Work Day shall be defined to be 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding scheduled holidays, which will be mutually agreed to and noted as such on the project schedule. Neither Motorola nor McLean County shall be constrained to this standard workday if they are making up for self-imposed delays.

## **UNION STATEMENT**

When it is necessary for Motorola personnel to interact with employees of McLean County or any of its subcontractors or associates that are members of a local, state or national labor organization, McLean County shall protect the right to work of



February 27, 2004

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Design, technical and pricing information contained in this offering is considered proprietary and may not be shared with any person or agency not directly associated with the addressee without the express written consent of Motorola, Inc., or its designees.

Motorola's personnel and will be solely responsible for any coordination or compensation that results from any action or delay caused by the labor organization.

## MOTOROLA TO PROVIDE EQUIPMENT LAYOUTS

Motorola will provide equipment layouts for the fixed equipment sites as a drawing layer on the equipment room plan and elevation views. The plan and elevation views will be generated by Motorola based on site walks completed during the scheduled time set forth in the proposal. These will be used for building the equipment and cabling for the sites and will become part of the final system documentation. Implementation of the radio system equipment will proceed in accordance to a plan that is jointly developed by Motorola and McLean County. This plan, once completed will become part of this Statement of Work. The basic implementation plan would consist of installation and testing of the Motorola provided equipment at the sites.

## CUTOVER PLAN

Motorola will work with McLean County to consider every possible solution for providing a safe and efficient system cutover. If undertaken properly, a smooth cutover process will have minimal impact on the end users of the system.

Motorola has extensive experience installing communication systems. This background provides assurances for McLean County that the system cutover will be transparent as possible to the end users of the system. Motorola feels that an in-depth understanding of the operational procedures required by McLean County for emergency operations needs to be reviewed prior to completing a detailed cutover plan. In order to meet this objective, both Motorola and McLean County during the detail design review will create a detailed cutover plan that defines the processes and timing of events for system cutover. In developing this cutover plan, the primary responsibility of both Motorola and McLean County will be to maintain the capability of handling emergency calls and dispatching to the field units during this cutover period.

Motorola has developed a preliminary cutover plan that can serve as a baseline to the detailed and final cutover plan stated above. The following bullet points describe the steps that will be required to successfully cutover the system:

- ❖ Install the Astro 25 repeaters at the four (4) RF sites. Attach the RF outputs of the repeaters to dummy loads.
- ❖ Install three (3) CEB racks at the Primary Dispatch Center.
- ❖ Install four (4) Multi-Net control stations to interface to the existing EFJ system via the New CEB. (Multi-Net radios will be provided by McLean County)

- ❖ Install seven (7) new Gold Elite Console positions at the Primary Dispatch Center. (Once this is accomplished the new Gold Elite Consoles, will talk to the new and old radio communication systems)
- ❖ Install two (2) new Gold Elite Console positions at the Back-up Dispatch Center.
- ❖ Take at least one of the new Astro 25 RF repeaters at each site off of its respective dummy load and interface it to the STARCOM21 antenna network. Shut down the same shared frequency repeater on the existing EFJ system.
- ❖ Mobile installations and portable distribution can begin at this point.
- ❖ As more users are migrated over to the new system, more of the EFJ repeaters will be required to be shut down

## PROJECT SCHEDULE

Motorola is committed to doing everything possible to meet the funding deadlines for McLean County, including taking a phased approach to the implementation. There are a great many variables that affect the final schedule, including the actual contract date, lead times on third party equipment, and the STARCOM21 implementation schedule.

This proposal does include a tentative project schedule for McLean County based on what a typical project of this nature would take to implement. The project schedule comprises major project task blocks, relative duration of the tasks, and the sequence in which the tasks will be performed. This schedule will be discussed in detail at contract execution and mutually agreed upon by both Motorola and McLean County.

### Typical Project Schedule- Weeks (After Receipt of Order)

❖ Contract Signing/Equipment Ordered	
❖ Detailed Design Review	4
❖ System Staging	12
❖ Installation of Radio System	20
❖ System Optimization	23
❖ System Testing Complete/Conditional Acceptance	26
❖ System Documentation Delivered	27
❖ System Acceptance	27

## DIVISION OF RESPONSIBILITIES

### *Motorola Responsibilities*

#### General

- ❖ Provide a designated Project Manager to control all the resources and work to be performed by Motorola, and to be the primary point of contact for McLean County project.



- ❖ Schedule project kick off meetings with McLean County at project start for execution of the project contract deliverables and to coordinate ensuing project activities with all Motorola and McLean County resources.
- ❖ Provide engineering services for the purpose of designing the McLean County system according to the agreed upon system requirements as developed in the Detail Design Document.
- ❖ Provide a Detail Design Document describing in detail the equipment and system deliverables to meet the requirements of the McLean County system.
- ❖ Provide all resources, materials, and equipment to construct and install the fixed site equipment at all sites as agreed upon and described in the Detail Design Document.
- ❖ Provide a system and site as built documentation package as described in the Detail Design Document.
- ❖ Provide engineering services required for optimization and acceptance testing of the McLean County system.
- ❖ Provide operator training to McLean County agencies and personnel as described in the proposal and the final Detail Design Document.
- ❖ Provide resources, equipment and documentation for the purpose of system management and maintenance after system final acceptance.
- ❖ Conduct a quality audit of all sites to identify any deviations to the R56 quality standards.

#### **Site Development:**

Motorola has reviewed and proposed four (4) sites for the purpose of this proposal. Motorola and our subcontractors visited these sites to determine the feasibility of the towers and locations for this proposal.

Motorola has conducted a detailed survey of all sites to assess what will be required to meet the internal Motorola R56 standards for grounding. The R56 document describes minimum site standards for requirements such as: site grounding systems, transient voltage suppression, space, electrical power, earthquake bracing, environmental conditions, personnel safety issues, and general communications site construction standards. Motorola will produce a detailed written report of findings from the site surveys and present this report to the McLean County project team.

#### **Site Grounding**

Motorola will use the existing internal/external ground systems, located at the STARCOM21 sites.

#### **FNE Installation**

Motorola will perform all detailed planning, engineering, construction, and installation work necessary to implement the complete McLean County system as defined in this proposal, which will be completely detailed during the Detail Design Review. All work will be performed with minimal disruption to public safety operations, and will be fully coordinated with the Project Manager for McLean

County. Motorola will supply all materials, equipment, components, labor, construction equipment and machinery, tools, utilities required at sites during implementation, and all other facilities required for implementation. Specific procedures to be followed for the scheduling of work, delivery of equipment, reporting of progress and other management aspects of the project work will be coordinated and approved by the Project Manager for McLean County.

**Please note:** The STARCOM21 Moscad Fault Management system (required for site/system monitoring), will be connected to the proposed McLean County communication system by the Motorola Service Shop at each site mentioned below.

**Watterson Dorm:** The Motorola Service Shop will install and connect the equipment. (Please refer to System Drawings).

The equipment to be installed includes:

Four (4) Astro 25 site repeaters

Two (2) Rack mountable 2KVA UPS

Associated cables and surge protection devices

**Dawson Lake:** The Motorola Service Shop will install and connect the equipment. (Please refer to System Drawings).

The equipment to be installed includes:

Two (2) Astro 25 site repeaters

One (1) Rack mountable 2KVA UPS

Associated cables and surge protection devices

**Congerville:** The Motorola Service Shop will install and connect the equipment. (Please refer to System Drawings).

The equipment to be installed includes:

One (1) Astro 25 site repeaters

One (1) Rack mountable 2KVA UPS

Associated cables and surge protection devices

**Melvin:** The Motorola Service Shop will install and connect the equipment. (Please refer to System Drawings).



The equipment to be installed includes:

One (1) Astro 25 site repeaters

One (1) Rack mountable 2KVA UPS

One (1) Transmit Antenna and 200' of transmission line located on the Melvin Tower

Associated cables and surge protection devices

**Primary Dispatch Center:** The Motorola Service Shop will install the three (3) CEB racks of equipment in the existing equipment room. Motorola is assuming that the existing shelter has adequate space for the proposed equipment. (Please see System Drawings). All equipment will be grounded to the existing internal ground system.

The equipment to be installed includes:

Three (3) CEB Racks

One (1) Channel Bank

One (1) Site Router

One (1) LAN Switch

One (1) Network Printer

Seven (7) Gold Elite Operator Positions

Each Operator Position consists of:

- ❖ Gold Elite Compatible Computer
- ❖ 17.4" flat panel touch screen monitor
- ❖ 1 select, 5 unselect speakers
- ❖ Mouse Control
- ❖ Gooseneck mic
- ❖ Dual headset jacks (No Headsets)
- ❖ Control Station with external antenna

Four Multi-Net control stations (Provided by the County) to interface into the EFJ system



**Back-up Dispatch Center:** The Motorola Service Shop will install two (2) remote Gold Elite console positions at the Back-up dispatch center. All equipment will be grounded to the existing internal ground system.

The equipment to be installed includes:

One (1) Channel Bank

One (1) Site Router

One (1) LAN Switch

One (1) Network Printer

Two (2) Gold Elite Operator Positions

Each Operator Position consists of:

- ❖ old Elite Compatible Computer
- ❖ 17.4" flat panel touch screen monitor
- ❖ 1 select, 5 unselect speakers
- ❖ Mouse Control
- ❖ Gooseneck mic
- ❖ Dual headset jacks (No Headsets)
- ❖ Control Station with external antenna

**This quote does not include:**

- ❖ Logging or Instant Recall Recorders
- ❖ Furniture
- ❖ Integration with 911 or CAD systems

### **Mobile Radio Programming/ Installation**

The proposal provided to McLean County for the Mobile Radio Installations include the following:

- ❖ One (1) day of Mobile installation/programming training by the Motorola Service shop on the proper installation of mobile radios. The training will include one "hands on" mobile installation in a vehicle of the County's choice.
- ❖ "Hands on" Installation will be completed at an agreed upon customer location.
- ❖ The remainder of the mobile programming and installations will be the responsibility of McLean County.

Note: the programming training above does not include fleet map template training. Motorola will develop the fleet map templates based on the Counties input and provide the templates to the County for programming.

### **Portable Radio Programming**

The proposal provided to McLean County for Portable programming includes the following:

- ❖ One (1) day of Portable programming training by the Motorola Service shop at an agreed upon customer location.
- ❖ The remainder of the portable programming will be the responsibility of McLean County.

Note: the programming training above does not include fleet map template training. Motorola will develop the fleet map templates based on the County's input and provide the templates to the County for programming.

### **System Optimization**

Upon completion of all site and radio equipment installation, the system will be ready for optimization. Motorola will provide all tools, test equipment, and personnel required to perform the installation and optimization of equipment supplied. Motorola will schedule engineering and technical teams to begin the process of optimizing the radio equipment at the individual sites and then finally optimizing the composite of all sites into the master site.

Optimization of the individual sites will include but not necessarily be limited to, setting of levels, programming, alarm function testing, audio link and data link tests, RF power and antenna network test, recording and documenting of all levels and settings. Motorola will provide a record to McLean County of all factory level settings as well as all field final level settings and final programming parameters. The optimization process is the task that readies the system for final acceptance testing including functionality and coverage.

### **Motorola Deliverables**

Motorola will provide McLean County with the following deliverables:

- ❖ Project Master Schedule
- ❖ Detail Design Document
- ❖ Regularly Scheduled Project Status Reports
- ❖ Portable and mobile programming templates
- ❖ Block and level diagrams for system and sites
- ❖ Factory system test procedures and results
- ❖ Site acceptance test procedures and results
- ❖ System acceptance test procedures and results
- ❖ Fixed network equipment (FNE) programming parameters

- ❖ Interconnection drawings
- ❖ Interconnection charts
- ❖ Manufacturer's standard operator manuals
- ❖ Manufacturer's standard technical manuals
- ❖ Documentation of equipment parameters
- ❖ Equipment inventory with serial numbers and installation reference
- ❖ Software/firmware version numbers
- ❖ System drawings
- ❖ Programming and level setting data/procedure sheets
- ❖ Site audit reports
- ❖ Warranty documentation
- ❖ Service provider contact information
- ❖ R56 Quality audit reports

### ***McLean County Responsibilities***

#### **General**

- ❖ McLean County will provide general governance, coordination and policy oversight.
- ❖ Provide a signatory who has authority to sign all appropriate project documents ATP, DDR, FCC, FAA, leases, zoning, site access, and other permits.
- ❖ Provide all travel and lodging accommodations for McLean County personnel attending factory staging or Motorola supplied training that may be held at Motorola training facilities in Schaumburg.
- ❖ Since the zone controller that will be used for the McLean County system is part of the STARCOM21 network, McLean County will be required to enter into a contract for Service for STARCOM21 system management.
- ❖ All grounding at the Primary Dispatch Center and the Back-up Dispatch center will be McLean County's responsibility and be required to meet Motorola's R56 standards.

#### **Site Development**

- ❖ McLean County will provide site access to County owned and controlled sites for Motorola personnel and Motorola's subcontractors for the purpose of assessing site-ready status, installing and optimizing Motorola provided equipment, and for testing of the equipment and system operation.
- ❖ Supply primary commercial power, wiring, and cable terminations in buildings owned by the County.
- ❖ Provide adequate environmental control for system equipment in buildings supplied by McLean County.
- ❖ The County is responsible for review and approval of all Motorola provided site plans, applications or drawings associated with the construction of communication sites.

- ❖ The County is responsible for review and approvals of all site plans and engineering reports associated with installation of the communication system. The County shall review and reply to all requests in writing within 10 days of Motorola's submittal.
- ❖ The County shall not unreasonably delay the execution of work by Motorola and will extend the timeline of the project when delays caused by the County are experienced.
- ❖ The County shall appoint a Project Manager to act as its representative and single point of contact, who shall authorize and/or accept the delivery, installation, acceptance testing, and user training associated with the proposed system.
- ❖ The County will be responsible for providing all circuits required for the connection of the Centracom Gold Elite to the STARCOM21 master site. Motorola can, as an option, quote those services to be provided to McLean County.

#### **FNE Installation**

- ❖ The County shall furnish and provide reasonable access and storage space to permit scheduled delivery of equipment.
- ❖ The County shall witness the execution of the functional Acceptance Test Plan. The County shall review the results of the Acceptance Test within ten days and provide Motorola with written approval of the documentation. Motorola shall assume the tests accepted if not approved within ten days.
- ❖ The County shall review the work provided by Motorola during multiple phases of the project and provide a written acceptance of the work performed to date. Motorola will request milestone acceptance of project phases such as individual site construction, installation, and FNE installation. These milestone acceptance phases are intended to acknowledge progress and do not imply sub-system or system acceptance.
- ❖ The County shall authorize system acceptance; beneficial use and warranty start following successful completion of the Acceptance Test Plan.
- ❖ The County shall identify any outstanding Motorola deliverables and formally request their completion through the mutual development of a project punch list. The County shall grant final acceptance upon completion of all contractual deliverables.
- ❖ Provide Contract Administration
- ❖ Provide any and all title, lease, and property documents on County-owned sites required to assist Motorola in site development.

#### **Subscriber Programming and Installation**

- ❖ The County will participate in the one day subscriber programming and installation training. The County is also responsible to complete the programming and installation of all subscriber units.

## ACCEPTANCE TEST PLAN

The purpose of an Acceptance Test Plan is to formally demonstrate the features, operation and reliability of the system to determine if all goals and objectives have been achieved. Many of the ATP tests will be performed during system staging, at CCSI under actual operational conditions. Essential options and features will be field tested on a mutually agreed to schedule. Should any tests fail, a punchlist shall be created and a re-test scheduled upon correction of the problem.

## OPTIONAL FURNITURE RECONFIGURATION

This proposal is being presented with an option to re-configure the existing furniture located at the Primary Dispatch Center. Motorola will include a price to turn the existing furniture bays 180 degrees from their present locations. Motorola will not be responsible for the removal / reinstallation of non-Motorola equipment during the furniture re-configuration. Motorola's price is based on re-configuring the furniture positions at the same time the new Gold Elite Operator positions are being installed.

The County or their sub contractors will complete all removal/ reinstallation of non-Motorola equipment.

**EXHIBIT B-2**

**PURCHASED SYSTEM EQUIPMENT LIST**

Entity	Site	Line #	Qty	APC	Nomenclature	Item Description
MCLEANCOUN		1-1	2	404	B1844	CENTRACOM GOLD SPARE MODULE, AMBASS
MCLEANCOUN		1-2	1	509	TRN7343	SEVEN AND A HALF FOOT RACK
MCLEANCOUN		1-3	1	207	DS11415719	CHATSWORTH SLIDING SHELF
MCLEANCOUN		1-4	1	207	DSRMP620AT	120VAC 20AMP6 OUTLET NEMA15-20,20'
MCLEANCOUN		1-5	1	404	B1811BD	CENTRACOM GOLD CENTRAL ELECTRONICS
MCLEANCOUN		1-5a	1	404	CA00301AA	INC: MTG TEMPLATE (6881127E68)
MCLEANCOUN		1-5b	1	404	CA00301AB	INC: PACKAGING (BBN6061)
MCLEANCOUN		1-5c	1	404	CA00301AC	INC: RACK 90 INCH (BGN6008)
MCLEANCOUN		1-5d	1	404	K995BC	ALT: MODULES, AMBASSADOR INTERFACE
MCLEANCOUN		1-5e	1	404	X643	ENH: AEB-CEB LINK TYPE, E1
MCLEANCOUN		1-5f	1	185	K837AD	EHN: EXTENDED WARRANTY, 4 CARD CAGE
MCLEANCOUN		1-5g	5	404	K154BB	ALT: CABLE, 25-PAIR, 100 FOOT
MCLEANCOUN		1-5h	3	404	CA00301AD	INC: CABLE AC (BKN6071)
MCLEANCOUN		1-5i	3	404	CA00301AG	INC: CABLE COMMON BUS SHORT (BKN609
MCLEANCOUN		1-5j	1	404	CA00301AH	INC: CABLE PS DSTRBN (BKN6100)
MCLEANCOUN		1-5k	4	404	CA00301AK	INC: PUNCH BLOCK WITH SPARK GAB (BL
MCLEANCOUN		1-5l	1	404	CA00301AL	INC: AC POWER STRIP 6 OUTLET (BLN62
MCLEANCOUN		1-5m	1	404	CA00301AM	INC: HARDWARE RACK MOUNTING (BLN674
MCLEANCOUN		1-5n	1	404	CA00301AP	INC: BAFFLE (BLN7073)
MCLEANCOUN		1-5o	1	404	CA00301AR	INC: POWER SUPPLY SINGLE CEB (BPN60
MCLEANCOUN		1-5p	4	404	CA00301BV	INC: CABLE 75' AIMI 3 PAIR (BKN6176
MCLEANCOUN		1-6	1	404	B1442B	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-6a	1	404	CA00301AS	INC: PUNCH BLOCK (BLN6884)
MCLEANCOUN		1-6b	1	404	CA00301AE	INC: CABLE 15 FT WITH CONNECTOR (BK
MCLEANCOUN		1-7	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-8	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-9	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-10	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-11	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-12	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-13	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-14	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-15	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-16	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-17	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-18	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-19	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-20	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-21	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-22	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-23	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-24	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-25	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-26	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-27	1	404	B1851	CENTRACOM GOLD SPARES FOR EMBASSY C
MCLEANCOUN		1-28	1	228	BPN6014	POWER SUPPLY, CRT, 120/240V 50/60HZ
MCLEANCOUN		1-29	1	404	B1813	CENTRACOM GOLD SPARE MODULE, CONSOL
MCLEANCOUN		1-30	1	404	B1814	CENTRACOM GOLD SPARES FOR CLASSIC C
MCLEANCOUN		1-31	2	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-32	1	328	QRN4250	BD INTFC CEB W/O PILOT TN-OUT
MCLEANCOUN		1-33	1	404	B1820B	SINGLE CEB PS 120/240V 50/60HZ
MCLEANCOUN		1-33a	1	404	CA00301AD	INC: CABLE AC (BKN6071)
MCLEANCOUN		1-34	1	404	B1821B	CENTRACOM GOLD SPARE POWER SUPPLY,
MCLEANCOUN		1-34a	2	404	CA00301AD	INC: CABLE AC (BKN6071)
MCLEANCOUN		1-35	1	404	B1850BA	CENTRACOM GOLD INTERFACE MODULES FO
MCLEANCOUN		1-35a	3	404	K756	INT: SHIP LOOSE PACKING (FOR SPEAKE
MCLEANCOUN		1-35b	1	404	CA00301AE	INC: CABLE 15 FT WITH CONNECTOR (BK
MCLEANCOUN		1-35c	1	404	CA00301AS	INC: PUNCH BLOCK (BLN6884)
MCLEANCOUN		1-36	1	404	B1850BA	CENTRACOM GOLD INTERFACE MODULES FO
MCLEANCOUN		1-36a	1	404	CA00301AS	INC: PUNCH BLOCK (BLN6884)
MCLEANCOUN		1-36b	1	404	CA00301AE	INC: CABLE 15 FT WITH CONNECTOR (BK
MCLEANCOUN		1-37	1	404	B1827	CENTRACOM GOLD SOFTWARE LICENSE MAN
MCLEANCOUN		1-37a	20	404	X597AE	ADD: SOFTWARE LICENSE, CONVENTIONAL
MCLEANCOUN		1-37b	3	404	X293	ADD: SOFTWARE LICENSE, ELITE OPERAT
MCLEANCOUN		1-37c	1	404	CA00125AA	ADD: SOFTWARE LICENSE, ASTRO 25 TRU
MCLEANCOUN		1-38	6	504	Q4017	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-39	3	228	B1643	CENTRACOM GOLD SPARE POWER SUPPLY,
MCLEANCOUN		1-40	3	228	BKN6072	CABLE, POWER SUPPLY, 54 INCH (CCP)
MCLEANCOUN		1-41	2	404	B1889	CENTRACOM GOLD FIELD-ADD REMOTE OPE
MCLEANCOUN		1-42	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-43	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-44	1	404	B1822B	CENTRACOM GOLD ELITE INTERFACE ELEC
MCLEANCOUN		1-44a	1	404	CA00301AY	INC: CABLE 10' CRT (BKN6147)
MCLEANCOUN		1-44b	1	404	CA00301BH	INC: CABLE 2010 FLAT (BKN6150)
MCLEANCOUN		1-44c	1	404	CA00301AD	INC: CABLE AC (BKN6071)
MCLEANCOUN		1-44d	1	404	CA00301BF	INC: POWER SUPPLY CRT (BPN6014)
MCLEANCOUN		1-44e	1	404	CA00301BE	INC: MIC COMPACT (BMN6008)
MCLEANCOUN		1-44f	1	404	CA00301BD	INC: HARDWARE P/S CRT, CE (BLN7095)
MCLEANCOUN		1-44g	1	404	CA00301BC	INC: BOARD COMPACT OPTION (BLN6866)
MCLEANCOUN		1-44h	1	404	CA00301BB	INC: GOLD MAIN BOARD (BLN1228)
MCLEANCOUN		1-44i	1	404	CA00301AZ	INC: CABLE COMPUTER LINK (BKN6159)
MCLEANCOUN		1-44j	1	404	CA00301AX	INC: HOUSING & HARDWARE (BHN6090)
MCLEANCOUN		1-44k	1	404	CA00301AW	INC: PANEL FRONT CRT (BGN6030)
MCLEANCOUN		1-44l	1	404	CA00301AV	INC: PANEL FRONT BOARD CRT (BGN6029
MCLEANCOUN		1-44m	1	404	CA00301AU	INC: PKN CRT (BBN6090)
MCLEANCOUN		1-44n	1	404	CA00301BG	INC: OMI UPGRADE EPROMS (BVN6031)
MCLEANCOUN		1-44o	1	404	CA00301BA	INC: COM (BLN1227)



Entity	Site	Line #	Qty	APC	Nomenclature	Item Description
MCLEANCOUN		1-44p	1	404	CA00301AT	INC: PKN SPARE ROOM (BBN6055)
MCLEANCOUN		1-44q	1	404	K704AE	ADD: HEADSET JACK, #2 W/13 FOOT CAB
MCLEANCOUN		1-44r	1	404	K570AE	ADD: HEADSET JACK, W/13 FOOT CABLE
MCLEANCOUN		1-44s	1	404	K572AF	ADD: FOOTSWITCH
MCLEANCOUN		1-44t	1	404	K703	ADD: MICROPHONE, GOOSENECK, 9 INCH
MCLEANCOUN		1-44u	1	404	K768AC	ADD: INTERFACE, AUDIO EXPANSION (AE
MCLEANCOUN		1-44v	2	404	K154AJ	ADD: 100' CBL 7 PAIR
MCLEANCOUN		1-45	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-46	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-47	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-48	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-49	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-50	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-51	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-52	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-53	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-54	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-55	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-56	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-57	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-58	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-59	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-60	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-61	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-62	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-63	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-64	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-65	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-66	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-67	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-68	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-69	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-70	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-71	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-72	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-73	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-74	1	404	B1822B	CENTRACOM GOLD ELITE INTERFACE ELEC
MCLEANCOUN		1-74a	1	404	CA00301AY	INC: CABLE 10' CRT (BKN6147)
MCLEANCOUN		1-74b	1	404	CA00301BH	INC: CABLE 2010 FLAT (BKN6150)
MCLEANCOUN		1-74c	1	404	CA00301AD	INC: CABLE AC (BKN6071)
MCLEANCOUN		1-74d	1	404	CA00301BF	INC: POWER SUPPLY CRT (BPN6014)
MCLEANCOUN		1-74e	1	404	CA00301BE	INC: MIC COMPACT (BMN6008)
MCLEANCOUN		1-74f	1	404	CA00301BD	INC: HARDWARE P/S CRT, CE (BLN7095)
MCLEANCOUN		1-74g	1	404	CA00301BC	INC: BOARD COMPACT OPTION (BLN6886)
MCLEANCOUN		1-74h	1	404	CA00301BB	INC: GOLD MAIN BOARD (BLN1228)
MCLEANCOUN		1-74i	1	404	CA00301AZ	INC: CABLE COMPUTER LINK (BKN6159)
MCLEANCOUN		1-74j	1	404	CA00301AX	INC: HOUSING & HARDWARE (BHN6090)
MCLEANCOUN		1-74k	1	404	CA00301AW	INC: PANEL FRONT CRT (BGN6030)
MCLEANCOUN		1-74l	1	404	CA00301AV	INC: PANEL FRONT BOARD CRT (BGN6029)
MCLEANCOUN		1-74m	1	404	CA00301AU	INC: PKN CRT (BBN6090)
MCLEANCOUN		1-74n	1	404	CA00301BG	INC: OMI UPGRADE EPROMS (BVN6031)
MCLEANCOUN		1-74o	1	404	CA00301BA	INC: COIM (BLN1227)
MCLEANCOUN		1-74p	1	404	CA00301AT	INC: PKN SPARE ROOM (BBN6055)
MCLEANCOUN		1-74q	1	404	K704AE	ADD: HEADSET JACK, #2 W/13 FOOT CAB
MCLEANCOUN		1-74r	1	404	K570AE	ADD: HEADSET JACK, W/13 FOOT CABLE
MCLEANCOUN		1-74s	1	404	K572AF	ADD: FOOTSWITCH
MCLEANCOUN		1-74t	1	404	K703	ADD: MICROPHONE, GOOSENECK, 9 INCH
MCLEANCOUN		1-74u	1	404	K768AC	ADD: INTERFACE, AUDIO EXPANSION (AE
MCLEANCOUN		1-74v	2	404	K154AJ	ADD: 100' CBL 7 PAIR
MCLEANCOUN		1-75	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-76	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-77	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-78	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-79	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-80	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-81	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-82	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-83	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-84	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-85	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-86	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-87	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-88	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-89	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-90	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-91	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-92	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-93	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-94	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-95	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-96	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-97	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-98	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-99	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-100	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-101	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-102	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-103	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK

Entity	Site	Line #	Qty	APC	Nomenclature	Item Description
MCLEANCOUN		1-104	1	404	B1822B	CENTRACOM GOLD ELITE INTERFACE ELEC
MCLEANCOUN		1-104a	1	404	CA00301AY	INC: CABLE 10' CRT (BKN6147)
MCLEANCOUN		1-104b	1	404	CA00301BH	INC: CABLE 2010 FLAT (BKN6150)
MCLEANCOUN		1-104c	1	404	CA00301AD	INC: CABLE AC (BKN6071)
MCLEANCOUN		1-104d	1	404	CA00301BF	INC: POWER SUPPLY CRT (BPN6014)
MCLEANCOUN		1-104e	1	404	CA00301BE	INC: MIC COMPACT (BMN6008)
MCLEANCOUN		1-104f	1	404	CA00301BD	INC: HARDWARE P/S CRT, CE (BLN7095)
MCLEANCOUN		1-104g	1	404	CA00301BC	INC: BOARD COMPACT OPTION (BLN6866)
MCLEANCOUN		1-104h	1	404	CA00301BB	INC: GOLD MAIN BOARD (BLN1228)
MCLEANCOUN		1-104i	1	404	CA00301AZ	INC: CABLE COMPUTER LINK (BKN6159)
MCLEANCOUN		1-104j	1	404	CA00301AX	INC: HOUSING & HARDWARE (BHN6090)
MCLEANCOUN		1-104k	1	404	CA00301AW	INC: PANEL FRONT CRT (BGN6030)
MCLEANCOUN		1-104l	1	404	CA00301AV	INC: PANEL FRONT BOARD CRT (BGN6029)
MCLEANCOUN		1-104m	1	404	CA00301AU	INC: PKN CRT (BBN6090)
MCLEANCOUN		1-104n	1	404	CA00301BG	INC: OMI UPGRADE EPROMS (BVN6031)
MCLEANCOUN		1-104o	1	404	CA00301BA	INC: COIM (BLN1227)
MCLEANCOUN		1-104p	1	404	CA00301AT	INC: PKN SPARE ROOM (BBN6055)
MCLEANCOUN		1-104q	1	404	K704AE	ADD: HEADSET JACK, #2 W/13 FOOT CAB
MCLEANCOUN		1-104r	1	404	K570AE	ADD: HEADSET JACK, W/13 FOOT CABLE
MCLEANCOUN		1-104s	1	404	K572AF	ADD: FOOTSWITCH
MCLEANCOUN		1-104t	1	404	K703	ADD: MICROPHONE, GOOSENECK, 9 INCH
MCLEANCOUN		1-104u	1	404	K768AC	ADD: INTERFACE, AUDIO EXPANSION (AE
MCLEANCOUN		1-104v	2	404	K154AJ	ADD: 100' CBL 7 PAIR
MCLEANCOUN		1-105	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-106	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-107	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-108	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-109	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-110	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-111	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-112	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-113	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-114	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-115	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-116	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-117	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-118	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-119	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-120	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-121	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-122	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-123	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-124	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-125	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-126	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-127	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-128	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-129	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-130	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-131	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-132	3	708	L3337	GOLD ELITE WORKSTATION WITH WINDOWS
MCLEANCOUN		1-133	2	708	CDN6224	SNAP ON PLUG, RJ-45 PACK OF 10
MCLEANCOUN		1-134	1	708	CDN6222	10 BASE-T PLENUM CABE 500 FT
MCLEANCOUN		1-135	2	708	DSJ4813A	HP PROCURVE SWITCH 2524
MCLEANCOUN		1-136	1	708	CDN6582	HP 6122 DESKJET PRINTER W/CABLE
MCLEANCOUN		1-137	3	708	DSFA1782BLKTS	17" PVA LCD, WITH TOUCH, BLACK, W/A
MCLEANCOUN		1-138	2	131	DSPREMB91630	UNIVERSAL ENCLOSURE TENSER 600
MCLEANCOUN		1-139	4	131	DSPREMB901	AC POWER SUPPLY 110/220VAC
MCLEANCOUN		1-140	5	131	DSPREMB11960	8 PORT 4W E M TO EXT RANGE CRD
MCLEANCOUN		1-141	4	131	DSPREMB80160	CPU 8 T1 E1 CROSS CONNT
MCLEANCOUN		1-142	3	131	DSPREMB22061	10 PORT RS232C SRU
MCLEANCOUN		1-143	3	131	DSPREMB92060	8T1 E1 IF CARD 32K WITH MODEM
MCLEANCOUN		1-144	2	131	DSPREMB01460	DUAL T1E1 WAN W/ RELAYS 1:N REDUNDA
MCLEANCOUN		1-145	12	131	DSPREMB1230	CSU PLUG IN MODULE
MCLEANCOUN		1-146	5	124	L3276	TONE REMOTE ADAPTER
MCLEANCOUN		1-147	3	131	DSPREMB01060	DUAL T1 E1 WAN CARD
MCLEANCOUN		1-148	2	147	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
MCLEANCOUN		1-149	2	147	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
MCLEANCOUN		1-150	1	404	B1811BC	CENTRACOM GOLD CENTRAL ELECTRONICS
MCLEANCOUN		1-150a	1	404	CA00301AA	INC: MTG TEMPLATE (6881127E68)
MCLEANCOUN		1-150b	1	404	CA00301AB	INC: PACKAGING (BBN6061)
MCLEANCOUN		1-150c	1	404	CA00301AC	INC: RACK 90 INCH (BGN6008)
MCLEANCOUN		1-150d	1	404	K995BC	ALT: MODULES, AMBASSADOR INTERFACE
MCLEANCOUN		1-150e	1	404	X643	ENH: AEB-CEB LINK TYPE, E1
MCLEANCOUN		1-150f	1	185	K837AC	EHN: EXTENDED WARRANTY, 3 CARD CAGE
MCLEANCOUN		1-150g	4	404	K154BB	ALT: CABLE, 25-PAIR, 100 FOOT
MCLEANCOUN		1-150h	3	404	CA00301AD	INC: CABLE AC (BKN6071)
MCLEANCOUN		1-150i	2	404	CA00301AG	INC: CABLE COMMON BUS SHORT (BKN609
MCLEANCOUN		1-150j	1	404	CA00301AH	INC: CABLE PS DSTRBN (BKN6100)
MCLEANCOUN		1-150k	3	404	CA00301AK	INC: PUNCH BLOCK WITH SPARK GAB (BL
MCLEANCOUN		1-150l	1	404	CA00301AL	INC: AC POWER STRIP 6 OUTLET (BLN62
MCLEANCOUN		1-150m	1	404	CA00301AM	INC: HARDWARE RACK MOUNTING (BLN674
MCLEANCOUN		1-150n	1	404	CA00301AP	INC: BAFFLE (BLN7073)
MCLEANCOUN		1-150o	1	404	CA00301AR	INC: POWER SUPPLY SINGLE CEB (BPN60
MCLEANCOUN		1-150p	4	404	CA00301BV	INC: CABLE 75' AIMI 3 PAIR (BKN6176
MCLEANCOUN		1-151	1	404	B1442B	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-151a	1	404	CA00301AS	INC: PUNCH BLOCK (BLN6884)
MCLEANCOUN		1-151b	1	404	CA00301AE	INC: CABLE 15 FT WITH CONNECTOR (BK

Entity	Site	Line #	Qty	APC	Nomenclature	Item Description
MCLEANCOUN		1-152	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-153	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-154	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-155	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-156	1	404	B1840	CENTRACOM GOLD INTERFACE MODULE FOR
MCLEANCOUN		1-157	1	404	B1827	CENTRACOM GOLD SOFTWARE LICENSE MAN
MCLEANCOUN		1-157a	6	404	X293	ADD: SOFTWARE LICENSE, ELITE OPERAT
MCLEANCOUN		1-157b	5	404	X597AE	ADD: SOFTWARE LICENSE, CONVENTIONAL
MCLEANCOUN		1-157c	1	404	CA00125AA	ADD: SOFTWARE LICENSE, ASTRO 25 TRU
MCLEANCOUN		1-158	12	504	Q4017	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-159	6	228	B1643	CENTRACOM GOLD SPARE POWER SUPPLY,
MCLEANCOUN		1-160	6	228	BKN6072	CABLE, POWER SUPPLY, 54 INCH (CCP)
MCLEANCOUN		1-161	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-162	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-163	1	404	B1822B	CENTRACOM GOLD ELITE INTERFACE ELEC
MCLEANCOUN		1-163a	1	404	CA00301BH	INC: CABLE 2010 FLAT (BKN6150)
MCLEANCOUN		1-163b	1	404	CA00301AD	INC: CABLE AC (BKN6071)
MCLEANCOUN		1-163c	1	404	CA00301BF	INC: POWER SUPPLY CRT (BPN6014)
MCLEANCOUN		1-163d	1	404	CA00301BE	INC: MIC COMPACT (BMN6008)
MCLEANCOUN		1-163e	1	404	CA00301BD	INC: HARDWARE P/S CRT, CE (BLN7095)
MCLEANCOUN		1-163f	1	404	CA00301BC	INC: BOARD COMPACT OPTION (BLN6866)
MCLEANCOUN		1-163g	1	404	CA00301BB	INC: GOLD MAIN BOARD (BLN1228)
MCLEANCOUN		1-163h	1	404	CA00301AZ	INC: CABLE COMPUTER LINK (BKN6159)
MCLEANCOUN		1-163i	1	404	CA00301AX	INC: HOUSING & HARDWARE (BHN6090)
MCLEANCOUN		1-163j	1	404	CA00301AW	INC: PANEL FRONT CRT (BGN6030)
MCLEANCOUN		1-163k	1	404	CA00301AV	INC: PANEL FRONT BOARD CRT (BGN6029)
MCLEANCOUN		1-163l	1	404	CA00301AU	INC: PKN CRT (BBN6090)
MCLEANCOUN		1-163m	1	404	CA00301BG	INC: OMI UPGRADE EPROMS (BVN6031)
MCLEANCOUN		1-163n	1	404	CA00301BA	INC: COIM (BLN1227)
MCLEANCOUN		1-163o	1	404	CA00301AT	INC: PKN SPARE ROOM (BBN6055)
MCLEANCOUN		1-163p	1	404	K704AE	ADD: HEADSET JACK, #2 W/13 FOOT CAB
MCLEANCOUN		1-163q	1	404	K570AE	ADD: HEADSET JACK, W/13 FOOT CABLE
MCLEANCOUN		1-163r	1	404	K572AF	ADD: FOOTSWITCH
MCLEANCOUN		1-163s	1	404	K703	ADD: MICROPHONE, GOOSENECK, 9 INCH
MCLEANCOUN		1-163t	1	404	K238CASP	ADD: INTERFACE, REMOTE OPERATOR ON
MCLEANCOUN		1-163u	1	404	K768AC	ADD: INTERFACE, AUDIO EXPANSION (AE
MCLEANCOUN		1-164	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-165	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-166	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-167	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-168	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-169	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-170	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-171	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-172	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-173	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-174	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-175	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-176	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-177	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-178	1	404	B1822B	CENTRACOM GOLD ELITE INTERFACE ELEC
MCLEANCOUN		1-178a	1	404	CA00301BH	INC: CABLE 2010 FLAT (BKN6150)
MCLEANCOUN		1-178b	1	404	CA00301AD	INC: CABLE AC (BKN6071)
MCLEANCOUN		1-178c	1	404	CA00301BF	INC: POWER SUPPLY CRT (BPN6014)
MCLEANCOUN		1-178d	1	404	CA00301BE	INC: MIC COMPACT (BMN6008)
MCLEANCOUN		1-178e	1	404	CA00301BD	INC: HARDWARE P/S CRT, CE (BLN7095)
MCLEANCOUN		1-178f	1	404	CA00301BC	INC: BOARD COMPACT OPTION (BLN6866)
MCLEANCOUN		1-178g	1	404	CA00301BB	INC: GOLD MAIN BOARD (BLN1228)
MCLEANCOUN		1-178h	1	404	CA00301AZ	INC: CABLE COMPUTER LINK (BKN6159)
MCLEANCOUN		1-178i	1	404	CA00301AX	INC: HOUSING & HARDWARE (BHN6090)
MCLEANCOUN		1-178j	1	404	CA00301AW	INC: PANEL FRONT CRT (BGN6030)
MCLEANCOUN		1-178k	1	404	CA00301AV	INC: PANEL FRONT BOARD CRT (BGN6029)
MCLEANCOUN		1-178l	1	404	CA00301AU	INC: PKN CRT (BBN6090)
MCLEANCOUN		1-178m	1	404	CA00301BG	INC: OMI UPGRADE EPROMS (BVN6031)
MCLEANCOUN		1-178n	1	404	CA00301BA	INC: COIM (BLN1227)
MCLEANCOUN		1-178o	1	404	CA00301AT	INC: PKN SPARE ROOM (BBN6055)
MCLEANCOUN		1-178p	1	404	K704AE	ADD: HEADSET JACK, #2 W/13 FOOT CAB
MCLEANCOUN		1-178q	1	404	K570AE	ADD: HEADSET JACK, W/13 FOOT CABLE
MCLEANCOUN		1-178r	1	404	K572AF	ADD: FOOTSWITCH
MCLEANCOUN		1-178s	1	404	K703	ADD: MICROPHONE, GOOSENECK, 9 INCH
MCLEANCOUN		1-178t	1	404	K238CASP	ADD: INTERFACE, REMOTE OPERATOR ON
MCLEANCOUN		1-178u	1	404	K768AC	ADD: INTERFACE, AUDIO EXPANSION (AE
MCLEANCOUN		1-179	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-180	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-181	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-182	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-183	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-184	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-185	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-186	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-187	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-188	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-189	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-190	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-191	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-192	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-193	1	404	B1822B	CENTRACOM GOLD ELITE INTERFACE ELEC
MCLEANCOUN		1-193a	1	404	CA00301AY	INC: CABLE 10' CRT (BKN6147)

Entity	Site	Line #	Qty	APC	Nomenclature	Item Description
MCLEANCOUN		1-193b	1	404	CA00301BH	INC: CABLE 2010 FLAT (BKN6150)
MCLEANCOUN		1-193c	1	404	CA00301AD	INC: CABLE AC (BKN6071)
MCLEANCOUN		1-193d	1	404	CA00301BF	INC: POWER SUPPLY CRT (BPN6014)
MCLEANCOUN		1-193e	1	404	CA00301BE	INC: MIC COMPACT (BMN6008)
MCLEANCOUN		1-193f	1	404	CA00301BD	INC: HARDWARE P/S CRT, CE (BLN7095)
MCLEANCOUN		1-193g	1	404	CA00301BC	INC: BOARD COMPACT OPTION (BLN6866)
MCLEANCOUN		1-193h	1	404	CA00301BB	INC: GOLD MAIN BOARD (BLN1228)
MCLEANCOUN		1-193i	1	404	CA00301AZ	INC: CABLE COMPUTER LINK (BKN6159)
MCLEANCOUN		1-193j	1	404	CA00301AX	INC: HOUSING & HARDWARE (BHN6090)
MCLEANCOUN		1-193k	1	404	CA00301AW	INC: PANEL FRONT CRT (BGN6030)
MCLEANCOUN		1-193l	1	404	CA00301AV	INC: PANEL FRONT BOARD CRT (BGN6029)
MCLEANCOUN		1-193m	1	404	CA00301AU	INC: PKN CRT (BBN6090)
MCLEANCOUN		1-193n	1	404	CA00301BG	INC: OMI UPGRADE EPROMS (BVN6031)
MCLEANCOUN		1-193o	1	404	CA00301BA	INC: COIM (BLN1227)
MCLEANCOUN		1-193p	1	404	CA00301AT	INC: PKN SPARE ROOM (BBN6055)
MCLEANCOUN		1-193q	1	404	K704AE	ADD: HEADSET JACK, #2 W/13 FOOT CAB
MCLEANCOUN		1-193r	1	404	K570AE	ADD: HEADSET JACK, W/13 FOOT CABLE
MCLEANCOUN		1-193s	1	404	K572AF	ADD: FOOTSWITCH
MCLEANCOUN		1-193t	1	404	K703	ADD: MICROPHONE, GOOSENECK, 9 INCH
MCLEANCOUN		1-193u	1	404	K768AC	ADD: INTERFACE, AUDIO EXPANSION (AE
MCLEANCOUN		1-193v	2	404	K154AJ	ADD: 100' CBL 7 PAIR
MCLEANCOUN		1-194	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-195	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-196	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-197	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-198	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-199	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-200	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-201	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-202	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-203	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-204	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-205	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-206	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-207	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-208	1	404	B1822B	CENTRACOM GOLD ELITE INTERFACE ELEC
MCLEANCOUN		1-208a	1	404	CA00301AY	INC: CABLE 10' CRT (BKN6147)
MCLEANCOUN		1-208b	1	404	CA00301BH	INC: CABLE 2010 FLAT (BKN6150)
MCLEANCOUN		1-208c	1	404	CA00301AD	INC: CABLE AC (BKN6071)
MCLEANCOUN		1-208d	1	404	CA00301BF	INC: POWER SUPPLY CRT (BPN6014)
MCLEANCOUN		1-208e	1	404	CA00301BE	INC: MIC COMPACT (BMN6008)
MCLEANCOUN		1-208f	1	404	CA00301BD	INC: HARDWARE P/S CRT, CE (BLN7095)
MCLEANCOUN		1-208g	1	404	CA00301BC	INC: BOARD COMPACT OPTION (BLN6866)
MCLEANCOUN		1-208h	1	404	CA00301BB	INC: GOLD MAIN BOARD (BLN1228)
MCLEANCOUN		1-208i	1	404	CA00301AZ	INC: CABLE COMPUTER LINK (BKN6159)
MCLEANCOUN		1-208j	1	404	CA00301AX	INC: HOUSING & HARDWARE (BHN6090)
MCLEANCOUN		1-208k	1	404	CA00301AW	INC: PANEL FRONT CRT (BGN6030)
MCLEANCOUN		1-208l	1	404	CA00301AV	INC: PANEL FRONT BOARD CRT (BGN6029)
MCLEANCOUN		1-208m	1	404	CA00301AU	INC: PKN CRT (BBN6090)
MCLEANCOUN		1-208n	1	404	CA00301BG	INC: OMI UPGRADE EPROMS (BVN6031)
MCLEANCOUN		1-208o	1	404	CA00301BA	INC: COIM (BLN1227)
MCLEANCOUN		1-208p	1	404	CA00301AT	INC: PKN SPARE ROOM (BBN6055)
MCLEANCOUN		1-208q	1	404	K704AE	ADD: HEADSET JACK, #2 W/13 FOOT CAB
MCLEANCOUN		1-208r	1	404	K570AE	ADD: HEADSET JACK, W/13 FOOT CABLE
MCLEANCOUN		1-208s	1	404	K572AF	ADD: FOOTSWITCH
MCLEANCOUN		1-208t	1	404	K703	ADD: MICROPHONE, GOOSENECK, 9 INCH
MCLEANCOUN		1-208u	1	404	K768AC	ADD: INTERFACE, AUDIO EXPANSION (AE
MCLEANCOUN		1-208v	2	404	K154AJ	ADD: 100' CBL 7 PAIR
MCLEANCOUN		1-209	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-210	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-211	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-212	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-213	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-214	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-215	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-216	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-217	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-218	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-219	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-220	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-221	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-222	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-223	1	404	B1822B	CENTRACOM GOLD ELITE INTERFACE ELEC
MCLEANCOUN		1-223a	1	404	CA00301AY	INC: CABLE 10' CRT (BKN6147)
MCLEANCOUN		1-223b	1	404	CA00301BH	INC: CABLE 2010 FLAT (BKN6150)
MCLEANCOUN		1-223c	1	404	CA00301AD	INC: CABLE AC (BKN6071)
MCLEANCOUN		1-223d	1	404	CA00301BF	INC: POWER SUPPLY CRT (BPN6014)
MCLEANCOUN		1-223e	1	404	CA00301BE	INC: MIC COMPACT (BMN6008)
MCLEANCOUN		1-223f	1	404	CA00301BD	INC: HARDWARE P/S CRT, CE (BLN7095)
MCLEANCOUN		1-223g	1	404	CA00301BC	INC: BOARD COMPACT OPTION (BLN6866)
MCLEANCOUN		1-223h	1	404	CA00301BB	INC: GOLD MAIN BOARD (BLN1228)
MCLEANCOUN		1-223i	1	404	CA00301AZ	INC: CABLE COMPUTER LINK (BKN6159)
MCLEANCOUN		1-223j	1	404	CA00301AX	INC: HOUSING & HARDWARE (BHN6090)
MCLEANCOUN		1-223k	1	404	CA00301AW	INC: PANEL FRONT CRT (BGN6030)
MCLEANCOUN		1-223l	1	404	CA00301AV	INC: PANEL FRONT BOARD CRT (BGN6029)
MCLEANCOUN		1-223m	1	404	CA00301AU	INC: PKN CRT (BBN6090)
MCLEANCOUN		1-223n	1	404	CA00301BG	INC: OMI UPGRADE EPROMS (BVN6031)
MCLEANCOUN		1-223o	1	404	CA00301BA	INC: COIM (BLN1227)

Entity	Site	Line #	Qty	APC	Nomenclature	Item Description
MCLEANCOUN		1-223p	1	404	CA00301AT	INC: PKN SPARE ROOM (BBN6055)
MCLEANCOUN		1-223q	1	404	K704AE	ADD: HEADSET JACK, #2 W/13 FOOT CAB
MCLEANCOUN		1-223r	1	404	K570AE	ADD: HEADSET JACK, W/13 FOOT CABLE
MCLEANCOUN		1-223s	1	404	K572AF	ADD: FOOTSWITCH
MCLEANCOUN		1-223t	1	404	K703	ADD: MICROPHONE, GOOSENECK, 9 INCH
MCLEANCOUN		1-223u	1	404	K768AC	ADD: INTERFACE, AUDIO EXPANSION (AE
MCLEANCOUN		1-223v	2	404	K154AJ	ADD: 100' CBL 7 PAIR
MCLEANCOUN		1-224	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-225	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-226	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-227	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-228	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-229	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-230	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-231	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-232	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-233	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-234	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-235	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-236	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-237	1	404	B1875A	CENTRACOM GOLD SPEAKER MODULE, DESK
MCLEANCOUN		1-238	1	404	B1822B	CENTRACOM GOLD ELITE INTERFACE ELEC
MCLEANCOUN		1-238a	1	404	CA00301AY	INC: CABLE 10' CRT (BKN6147)
MCLEANCOUN		1-238b	1	404	CA00301BH	INC: CABLE 2010 FLAT (BKN6150)
MCLEANCOUN		1-238c	1	404	CA00301AD	INC: CABLE AC (BKN6071)
MCLEANCOUN		1-238d	1	404	CA00301BF	INC: POWER SUPPLY CRT (BPN6014)
MCLEANCOUN		1-238e	1	404	CA00301BE	INC: MIC COMPACT (BMN6008)
MCLEANCOUN		1-238f	1	404	CA00301BD	INC: HARDWARE P/S CRT, CE (BLN7095)
MCLEANCOUN		1-238g	1	404	CA00301BC	INC: BOARD COMPACT OPTION (BLN6866)
MCLEANCOUN		1-238h	1	404	CA00301BB	INC: GOLD MAIN BOARD (BLN1228)
MCLEANCOUN		1-238i	1	404	CA00301AZ	INC: CABLE COMPUTER LINK (BKN6159)
MCLEANCOUN		1-238j	1	404	CA00301AX	INC: HOUSING & HARDWARE (BHN6090)
MCLEANCOUN		1-238k	1	404	CA00301AW	INC: PANEL FRONT CRT (BGN6030)
MCLEANCOUN		1-238l	1	404	CA00301AV	INC: PANEL FRONT BOARD CRT (BGN6029)
MCLEANCOUN		1-238m	1	404	CA00301AU	INC: PKN CRT (BBN6090)
MCLEANCOUN		1-238n	1	404	CA00301BG	INC: OMI UPGRADE EPROMS (BVN6031)
MCLEANCOUN		1-238o	1	404	CA00301BA	INC: COIM (BLN1227)
MCLEANCOUN		1-238p	1	404	CA00301AT	INC: PKN SPARE ROOM (BBN6055)
MCLEANCOUN		1-238q	1	404	K704AE	ADD: HEADSET JACK, #2 W/13 FOOT CAB
MCLEANCOUN		1-238r	1	404	K570AE	ADD: HEADSET JACK, W/13 FOOT CABLE
MCLEANCOUN		1-238s	1	404	K572AF	ADD: FOOTSWITCH
MCLEANCOUN		1-238t	1	404	K703	ADD: MICROPHONE, GOOSENECK, 9 INCH
MCLEANCOUN		1-238u	1	404	K768AC	ADD: INTERFACE, AUDIO EXPANSION (AE
MCLEANCOUN		1-238v	2	404	K154AJ	ADD: 100' CBL 7 PAIR
MCLEANCOUN		1-239	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-240	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-241	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-242	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-243	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-244	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-245	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-246	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-247	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-248	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-249	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-250	1	228	CRTDATA	CRT DATA
MCLEANCOUN		1-251	6	708	L3337	GOLD ELITE WORKSTATION WITH WINDOWS
MCLEANCOUN		1-252	2	708	DSFA1782BGTS	17" PVA LCD, WITH SAW TOUCH, BEIGE,
MCLEANCOUN		1-253	4	708	DSFA1782BGTS	17" PVA LCD, WITH SAW TOUCH, BEIGE,
Watterson		1-254	1	509	C99ED	QUANTAR/QUANTRO FAMILY
Watterson		1-254a	1	509	001C	QUANTAR STATION
Watterson		1-254b	1	509	X750	ADD: 800 MHZ BAND RX 806-825 MHZ/TX
Watterson		1-254c	1	509	X591AA	EHN: ASTRO 25 SITE REPEATER
Watterson		1-254d	1	509	X87	DEL: CABINET
Watterson		1-254e	1	509	X287	DEL: FUNCTIONAL MANUAL
Watterson		1-254f	1	509	X394	ADD: MULTI DROP UHSO CABLING
Watterson		1-255	3	509	C99ED	QUANTAR/QUANTRO FAMILY
Watterson		1-255a	3	509	001C	QUANTAR STATION
Watterson		1-255b	3	509	X750	ADD: 800 MHZ BAND RX 806-825 MHZ/TX
Watterson		1-255c	3	509	X591AA	EHN: ASTRO 25 SITE REPEATER
Watterson		1-255d	3	509	X87	DEL: CABINET
Watterson		1-255e	3	509	X287	DEL: FUNCTIONAL MANUAL
Watterson		1-256	2	207	DQ123002BCA	UPS, 9125 RACKMT, 2KVA/1.4KW, 120V,
Watterson		1-257	4	509	TTN502BA	HDW RACKMNT QUANTAR STDALONE
Watterson		1-258	1	509	TRN7342	SEVEN FOOT RACK
DawsonLake		1-259	1	509	C99ED	QUANTAR/QUANTRO FAMILY
DawsonLake		1-259a	1	509	001C	QUANTAR STATION
DawsonLake		1-259b	1	509	X750	ADD: 800 MHZ BAND RX 806-825 MHZ/TX
DawsonLake		1-259c	1	509	X591AA	EHN: ASTRO 25 SITE REPEATER
DawsonLake		1-259d	1	509	X87	DEL: CABINET
DawsonLake		1-259e	1	509	X287	DEL: FUNCTIONAL MANUAL
DawsonLake		1-259f	1	509	X394	ADD: MULTI DROP UHSO CABLING
DawsonLake		1-260	1	509	C99ED	QUANTAR/QUANTRO FAMILY
DawsonLake		1-260a	1	509	001C	QUANTAR STATION
DawsonLake		1-260b	1	509	X750	ADD: 800 MHZ BAND RX 806-825 MHZ/TX
DawsonLake		1-260c	1	509	X591AA	EHN: ASTRO 25 SITE REPEATER
DawsonLake		1-260d	1	509	X87	DEL: CABINET
DawsonLake		1-260e	1	509	X287	DEL: FUNCTIONAL MANUAL

Entity	Site	Line #	Qty	APC	Nomenclature	Item Description
	DawsonLake	1-261	1	207	DQ123002BCA	UPS, 9125 RACKMT, 2KVA/1.4KW, 120V,
	DawsonLake	1-262	2	509	TTN5028A	HDW RACKMNT QUANTAR STDALONE
	DawsonLake	1-263	1	509	TRN7342	SEVEN FOOT RACK
	Melvin	1-264	1	509	C99ED	QUANTAR/QUANTRO FAMILY
	Melvin	1-264a	1	509	001C	QUANTAR STATION
	Melvin	1-264b	1	509	X750	ADD: 800 MHZ BAND RX 806-825 MHZ/TX
	Melvin	1-264c	1	509	X591AA	EHN: ASTRO 25 SITE REPEATER
	Melvin	1-264d	1	509	X87	DEL: CABINET
	Melvin	1-264e	1	509	X287	DEL: FUNCTIONAL MANUAL
	Melvin	1-264f	1	509	X394	ADD: MULTI DROP UHSO CABLING
	Melvin	1-265	1	207	DQ123002BCA	UPS, 9125 RACKMT, 2KVA/1.4KW, 120V,
	Melvin	1-266	1	509	TTN5028A	HDW RACKMNT QUANTAR STDALONE
	Melvin	1-267	1	509	TRN7342	SEVEN FOOT RACK
	Congerville	1-268	1	509	C99ED	QUANTAR/QUANTRO FAMILY
	Congerville	1-268a	1	509	001C	QUANTAR STATION
	Congerville	1-268b	1	509	X750	ADD: 800 MHZ BAND RX 806-825 MHZ/TX
	Congerville	1-268c	1	509	X591AA	EHN: ASTRO 25 SITE REPEATER
	Congerville	1-268d	1	509	X87	DEL: CABINET
	Congerville	1-268e	1	509	X287	DEL: FUNCTIONAL MANUAL
	Congerville	1-268f	1	509	X394	ADD: MULTI DROP UHSO CABLING
	Congerville	1-269	1	207	DQ123002BCA	UPS, 9125 RACKMT, 2KVA/1.4KW, 120V,
	Congerville	1-270	1	509	TTN5028A	HDW RACKMNT QUANTAR STDALONE
	Congerville	1-271	1	509	TRN7342	SEVEN FOOT RACK

**EXHIBIT B-3**

**PURCHASED NON-SYSTEM EQUIPMENT LIST**

Qty	Nomenclature	Item Description	Unit Price	Total Extended Price
		<b>XTS5000, Model I, Public Safety Mic Package:</b>		
3	H18UCC9PW5 N	PORTABLE ASTRO DIGITAL XTS5000 764-	3,593.30	368,804.70
3	Q806	ADD: SOFTWARE ASTRO DIGITAL CAI OPE		
3	H38	ADD: SMARTZONE SYSTEM SOFTWARE		
3	Q361	ENH: PROJECT 25 9600 BAUD TRUNKING		
3	Q44	ADD: RF ANTENNA SWITCH (NTN8327)		
3	H14	ENH: ENHANCED DIGITAL ID DISPLAY		
3	Q186	ALT: BATTERY IMPRES NIMH 1800MAH (N		
3	H885	ENH: TWO (2) YEAR EXPRESS SERVICE P		
3	H122	ALT: ANTENNA 1/4 WAVE WHIP STUBBY B		
3	NMN6250	PUBLIC SAFETY MICROPHONE, STRAIGHT		
3	NTN8381	CASE CARRYING HIGH ACTIVITY		
3	NTN8270	TOOL WRENCH FOR RF ADAPTOR		
3	NTN1873	CHARGER, IMPRESS SMART RAPID RATE,		
		<b>XTS5000, Model I, Remote Speaker Mic Package:</b>	3,552.30	225,189.90
3	H18UCC9PW5 N	PORTABLE ASTRO DIGITAL XTS5000 764-		
3	Q806	ADD: SOFTWARE ASTRO DIGITAL CAI OPE		
3	H38	ADD: SMARTZONE SYSTEM SOFTWARE		
3	Q361	ENH: PROJECT 25 9600 BAUD TRUNKING		
3	Q44	ADD: RF ANTENNA SWITCH (NTN8327)		
3	H14	ENH: ENHANCED DIGITAL ID DISPLAY		
3	Q186	ALT: BATTERY IMPRES NIMH 1800MAH (N		
3	H885	ENH: TWO (2) YEAR EXPRESS SERVICE P		
3	NMN6191	MICROPHONE REMOTE SPEAKER NOISE CAN		
3	NTN8381	CASE CARRYING HIGH ACTIVITY		
3	NTN1873	CHARGER, IMPRESS SMART RAPID RATE,		
		<b>XTS5000, Model I, Encrypted, Remote Speaker Mic Package:</b>	4,151.50	147,869.50
3	H18UCC9PW5 N	PORTABLE ASTRO DIGITAL XTS5000 764-		
3	Q806	ADD: SOFTWARE ASTRO DIGITAL CAI OPE		
3	H38	ADD: SMARTZONE SYSTEM SOFTWARE		
3	Q361	ENH: PROJECT 25 9600 BAUD TRUNKING		
3	Q44	ADD: RF ANTENNA SWITCH (NTN8327)		
3	H14	ENH: ENHANCED DIGITAL ID DISPLAY		
3	Q186	ALT: BATTERY IMPRES NIMH 1800MAH (N		
3	H885	ENH: TWO (2) YEAR EXPRESS SERVICE P		
3	H88	ADD: USER GUIDE MANUAL CD		
3	Q625	ADD: DES, DES-XL, DES-OFB ENCRYPTIO		
3	Q159	ADD: XTS5000 UCM HARDWARE ENCRYPTIO		
3	NMN6191	MICROPHONE REMOTE SPEAKER NOISE CAN		
3	NTN8381	CASE CARRYING HIGH ACTIVITY		
3	NTN1873	CHARGER, IMPRESS SMART RAPID RATE,		
		<b>XTS5000, Model II, Remote Speaker Mic Package:</b>	3,972.30	46,888.50
3	H18UCF9PW6 N	PORTABLE ASTRO DIGITAL XTS5000 764-		
3	Q806	ADD: SOFTWARE ASTRO DIGITAL CAI OPE		
3	H38	ADD: SMARTZONE SYSTEM SOFTWARE		
3	Q361	ENH: PROJECT 25 9600 BAUD TRUNKING		
3	Q44	ADD: RF ANTENNA SWITCH (NTN8327)		
3	H14	ENH: ENHANCED DIGITAL ID DISPLAY		
3	Q186	ALT: BATTERY IMPRES NIMH 1800MAH (N		
3	H885	ENH: TWO (2) YEAR EXPRESS SERVICE P		
3	NMN6191	MICROPHONE REMOTE SPEAKER NOISE CAN		
3	NTN8381	CASE CARRYING HIGH ACTIVITY		
3	NTN1873	CHARGER, IMPRESS SMART RAPID RATE,		
		<b>XTL-5000 Dash Mount Mobile Package:</b>	3,756.80	154,028.80



Item	Description	Unit Price	Total Quantity
M20JRS9PW1 N	XTL 5000 MOBILE 10-35 WATT, 764-870	3,894.40	183,036.80
G806	ENH: SOFTWARE ASTRO DIGITAL CAI OPE		
G51	ENH: SMARTZONE OPERATION		
G361	ENH: ASTRO PROJECT 25 TRUNKING SOFT		
G114	ENH: ENHANCED DIGITAL ID DISPLAY		
G93	ADD: CONTROL HEAD SOFTWARE, W4		
G73	ADD: W4 CONTROL HEAD		
G66	ADD: DASH MOUNT		
W22	ADD: MOTORCYCLE PALM MICROPHONE		
W484	ALT: ANTENNA 3DB GAIN 764-870MMZ		
B18	ADD: AUXILIARY SPEAKER 5 WATT		
G24	ENH: TWO (2) YEAR EXPRESS SERVICE P		
M20JRS9PW1 N	XTL 5000 Remote Mount Mobile Package:		
G806	XTL 5000 MOBILE 10-35 WATT, 764-870		
G51	ENH: SOFTWARE ASTRO DIGITAL CAI OPE		
G361	ENH: SMARTZONE OPERATION		
G114	ENH: ASTRO PROJECT 25 TRUNKING SOFT		
G93	ENH: ENHANCED DIGITAL ID DISPLAY		
G73	ADD: CONTROL HEAD SOFTWARE, W4		
G67	ADD: W4 CONTROL HEAD		
W22	ADD: REMOTE MOUNT		
W484	ADD: MOTORCYCLE PALM MICROPHONE		
B18	ALT: ANTENNA 3DB GAIN 764-870MMZ		
G24	ADD: AUXILIARY SPEAKER 5 WATT		
	ENH: TWO (2) YEAR EXPRESS SERVICE P		
M20JRS9PW1 N	Control Stations (Bases):	4,654.20	23,271.00
G806	XTL 5000 MOBILE 10-35 WATT, 764-870		
G51	ENH: SOFTWARE ASTRO DIGITAL CAI OPE		
G361	ENH: SMARTZONE OPERATION		
G114	ENH: ASTRO PROJECT 25 TRUNKING SOFT		
G93	ENH: ENHANCED DIGITAL ID DISPLAY		
G73	ADD: CONTROL HEAD SOFTWARE, W4		
G66	ADD: W4 CONTROL HEAD		
G142	ADD: DASH MOUNT		
W362	ADD: NO SPEAKER NEEDED		
G24	ALT: CONTROL STATION MICROPHONE		
G91	ENH: TWO (2) YEAR EXPRESS SERVICE P		
W665	ADD: CONTROL STATION POWER SUPPLY		
G89	ADD: CONTROL STATION OPERATION		
TDF7611	ADD: NO ANTENNA NEEDED		
L1700	ANTENNA YAGI 10DB 7 ELEMENT		
E700AC	100 Feet of 1/4" SUPERFLEX POLY JKT PER FOOT		
E701AF	ADD: 1/4"(PLTD) N MALE, ANT		
E701AH	ADD: 1/4" PLTD N FEMALE STA END		
RRX4038A	ADD: 1/4" M-UHF MALE, STA END		
	ISB50LNC2MA BULKHEAD ARRESTOR 125-1		
DO7V073X15	Vehicle Repeater Package:	6,163.20	357,465.60
DOF155	800MHZ MOBEXCOM II VEHICULAR REPEAT		
DOF255	FULL DUPLEX OPERATION FOR MOBEXCOM		
DOF351	IN BAND OPERATION FOR 7V073X15		
DOF500	HP VHF ASTRO SPECTRA INTERFACE		
HAF4016	MDC 1200 EMERGENCY		
	ANT 1/4 WAVE 762-870MHZ		
RVN4186	XtS/XTL Programming Kit:	576.80	2,984.00
HKN6155	SOFTWARE FOR ASTRO 25 PORTABLE/MOBI		
RKN4106	PROGRAMMING/FLASH CABLE, ASTRO SPEC		
	CABLE- PROGRAMMING, RS232		
HVN9025N	HT1250 Programming Kit:	324.00	324.00
RKN4075	CD ROM (SOFTWARE R06.05.00 HT CDM/MTX/EX SE)		
	RIBLESS PROGRAMMING CABLE		

Qty	Part No	Item Description	Unit Price	Total Extended
1	H1804	DASH TO REMOTE MOUNTING KIT	258.40	3,100.80
1	H66JCC9PW5 N	<b>XTS1500 Portable Package:</b> ASTRO DIGITAL XTS1500 MODEL 1764-8 ENH: TRUNKING 9600 BAUD ALT: ANTENNA 1/2 WAVE 7" WHIP 700/8 ENH: TWO (2) YEAR EXPRESS SERVICE P ADD: XTS1500 USER MANUAL CHARGER, IMPRESS SMART RAPID RATE, NTN1873	1,532.00	39,832.00
1	AAH25KDF9AA5 N	<b>HT1250 VHF Portable Package:</b> HT1250 136-174 MHZ 128 CH 1-SW DISP ALT: NIMH,1800 MAH,7.5V BATTERY-IN DEL: BELT CLIP NIMH, 1800 MAH, 7.5V BATTERY - INTR LEATHER KEYPAD CASE WITH BELT LOOP REMOTE SPKR MIC STD ENH: ONE (1) YEAR EXPRESS SERVICE PLUS	975.40	58,524.00
1	A03KUST239BC	<b>Minifor IV Pager Package:</b> MIN IV 2CH,NSV,143-174MHZ,W/CH ADD: DUAL CALL COMMON TONE B ADD: 3 YR EXTENDED WARRANTY MINITOR IV HARD LEATHER CARRY	421.56	319,964.01
1	R177			
1	R336			
1	RLN5454A			
<b>Grand Total:</b>				<b>1,931,173.61</b>

**EXHIBIT B-4**  
**ACCEPTANCE PLAN**

*Section 6*

**ACCEPTANCE TEST PLAN**

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## Wide Area SmartZone Trunking Features



February 27, 2004

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## Wide Area SmartZone Trunking Features

### Talkgroup Call

#### 1. DESCRIPTION

The Talkgroup is the primary level of organization for communications on a trunked radio system. Radios with Talkgroup Call capability will be able to communicate with other members of the same Talkgroup. This provides the effect of a private channel down to the Talkgroup level. This test will demonstrate that a Talkgroup transmission initiated by a radio user will only be heard by system users who have the same Talkgroup selected. As with other types of calls, Talkgroup Calls can take place from anywhere in the system.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 1  
RADIO-2 - SITE - SITE 2  
RADIO-3 - TALKGROUP 2  
RADIO-3 - SITE - SITE 1  
RADIO-4 - TALKGROUP 2  
RADIO-4 - SITE - SITE 2

#### VERSION #1

#### 2. TEST

- Step 1. Initiate a wide area call with RADIO-1 in TALKGROUP 1.
- Step 2. Observe that only RADIO-2 will be able to monitor and respond to the call.
- Step 3. Initiate a wide area call with RADIO-3 in TALKGROUP 2.
- Step 4. Observe that only RADIO-4 will be able to monitor and respond to the call.

Pass\_\_\_\_ Fail\_\_\_\_

## Wide Area SmartZone Trunking Features

### Multigroup Call in Wait Mode

#### 1. DESCRIPTION

This trunking feature allows an equipped radio user to transmit an announcement to several different talkgroups simultaneously. The multigroup (MG) call can be flagged for Wait Mode in the User Configuration Manager (UCM) database forcing all attached talkgroups to finish calls in progress before the trunked system will process the multigroup call. The system does not permit inactive, attached talkgroups to initiate Talkgroup Calls during the "wait" timeframe. As with other types of calls, multigroup calls can take place from anywhere in the system.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 2  
RADIO-2 - SITE - SITE 1  
RADIO-3 - RANDOM  
RADIO-3 - SITE - SITE 2  
RADIO-4 - ATG 1  
RADIO-4 - SITE - SITE 2

\* TALKGROUP 1, TALKGROUP 2 are members of ATG 1.

\* RANDOM is any talkgroup not a member of ATG 1.

\* Multigroups are set up through both the UCM and the Subscriber Programming software.

#### VERSION #1

#### 2. TEST

- Step 1. Verify ATG 1 is set for the Wait mode in the UCM database.
- Step 2. Using RADIO-1, initiate a call on TALKGROUP 1.
- Step 3. While RADIO-1 is keyed, attempt to initiate a multigroup call using RADIO-4 on ATG 1. Verify RADIO-4 receives a busy tone because one of the talkgroups attached to ATG 1 is involved in a Talkgroup Call.
- Step 4. Dekey RADIO-1 and verify RADIO-4 receives a callback.
- Step 5. Key RADIO-4 and verify both RADIO-1 and RADIO-2 hear the multigroup call while RADIO-3 does not unmute.

Pass\_\_\_\_ Fail\_\_\_\_

## Wide Area SmartZone Trunking Features

### Multigroup Call in Interrupt Mode

#### 1. DESCRIPTION

This trunking feature allows an equipped radio user to transmit an announcement to several different talkgroups simultaneously. The multigroup (MG) call can be flagged for Interrupt Mode in the User Configuration Manager (UCM) database, this means that the trunked system does not wait for attached talkgroups to finish calls in progress. Upon dekeying, the interrupted radios will join the multigroup call in progress. As with other types of calls, multigroup calls can take place from anywhere in the system.

NOTE: A receiver interference failure may appear if RADIO-1 is not immediately dekeyed.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 2  
RADIO-2 - SITE - SITE 1  
RADIO-3 - RANDOM  
RADIO-3 - SITE - SITE 2  
RADIO-4 - ATG 1  
RADIO-4 - SITE - SITE 2

\* TALKGROUP 1, TALKGROUP 2 are members of ATG 1.

\* RANDOM is any talkgroup not a member of ATG 1.

\* Multigroups are set up through both the UCM and the Subscriber Programming software.

#### VERSION #1

#### 2. TEST

- Step 1. Verify ATG 1 is set for the Interrupt mode in the UCM database.
- Step 2. Using RADIO-1, initiate a call on TALKGROUP 1.
- Step 3. While RADIO-1 is keyed, initiate a multigroup call using RADIO-4 on ATG 1. Verify RADIO-2 receives the call but RADIO-3 does not unmute.
- Step 4. Dekey RADIO-1 and verify RADIO-1 unmutes and joins the multigroup call in progress.

Pass \_\_\_\_\_ Fail \_\_\_\_\_



## Wide Area SmartZone Trunking Features

### Private Call

#### 1. DESCRIPTION

Private Call is a selective calling feature that allows a dispatcher or radio user to carry on one-to-one conversation that is only heard by the 2 parties involved. Subscriber units receiving a private call will sound an alert tone. As with other types of calls, Private Calls can take place from anywhere in the system.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 2  
RADIO-2 - SITE - SITE 2  
RADIO-3 - TALKGROUP 2  
RADIO-3 - SITE - SITE 3

#### VERSION #1

#### 2. TEST

- Step 1. Using RADIO-1, press the Private Call button.
- Step 2. Enter the unit ID of RADIO-2 with the keypad, or scroll to the location where this ID is stored.
- Step 3. Press the PTT to initiate the call.
- Step 4. Verify that RADIO-2 hears tones and the display indicates that a call has been received, but RADIO-3 receives no indications.
- Step 5. Answer the call at RADIO-2 by pressing the Private Call button. Verify its display shows the ID number of RADIO-1.
- Step 6. Press the PTT switch on RADIO-2 and respond to the call. Note that if you do not press the Private Call button before pressing PTT, your audio will be heard by all members of the talkgroup, and not by the radio initiating the Private Call.
- Step 7. Verify that RADIO-2 can communicate with RADIO-1.
- Step 8. Verify that RADIO-3 does not monitor the Private Call.
- Step 9. End the Private Call and return to normal talkgroup operation.

Pass \_\_\_ Fail \_\_\_

## Wide Area SmartZone Trunking Features

### Call Alert

#### 1. DESCRIPTION

Call Alert is a tone page that allows a user to selectively alert another radio unit. The initiating radio will receive notification from the trunked system as to whether or not the page was received by the target radio. Units receiving a Call Alert will sound an alert tone. As with other types of calls, Call Alerts can take place from anywhere in the system.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 2  
RADIO-2 - SITE - SITE 2  
RADIO-3 - TALKGROUP 2  
RADIO-3 - SITE - SITE 3

#### VERSION #1

#### 2. TEST

- Step 1. Using RADIO-1, press the page button.
- Step 2. Enter the unit ID of RADIO-2 with the keypad, or scroll to the location where this ID is stored
- Step 3. Press the PTT to initiate the call alert. Verify that the RADIO-1 user receives audible indication that the Call Alert was sent.
- Step 4. Verify that RADIO-2 user receives an audible indication of an incoming Call Alert was sent but RADIO-3 does not.
- Step 5. Verify RADIO-1 gets an audible indication that the Call Alert was successfully received at the target radio.
- Step 6. Turn off RADIO-2. Send a Call Alert from RADIO-1 to RADIO-2.
- Step 7. Verify that the RADIO-1 user receives audible indication that the Call Alert was sent.
- Step 8. Verify RADIO-1 receives an indication that the Call Alert was not successfully received at the target radio.

Pass\_\_\_\_\_ Fail\_\_\_\_\_

## Wide Area SmartZone Trunking Features

### Emergency Alarm and Call with Top of Queue

#### 1. DESCRIPTION

Users in life threatening situations can use the Emergency button on the radio to immediately send a signal to the dispatcher and be assigned the next available voice channel. An Emergency Call can be set to either Top of Queue or Ruthless Preemption operation. To accomplish this, an Emergency Alarm and Call will be initiated from a portable which will be received by a portable affiliated at any site of any zone in the system.

NOTE : If the subscriber does not have the PTT Display option, the Emergency ID will not be displayed.

NOTE: All radios and talkgroups should start with default priorities. Default is 10.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 1  
RADIO-2 - SITE - SITE 2  
RADIO-3 - TALKGROUP 2  
RADIO-3 - SITE - SITE 1  
RADIO-4 - TALKGROUP 3  
RADIO-4 - SITE - SITE 1

#### VERSION #1

#### 2. TEST

- Step 1. The emergency type for TALKGROUP 1's template must be set up through the User Configuration Manager (UCM) as Top of Queue.
- Step 2. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel and one voice channel.
- Step 3. Press the PTT to initiate a call with RADIO-3 and hold the PTT switch until instructed to release.
- Step 4. Key RADIO-4 and verify the radio receives a busy tone. Release the PTT switch on RADIO-4.
- Step 5. Using RADIO-1 send an Emergency Call by depressing the emergency switch and then the PTT switch.
- Step 6. Observe that RADIO-1 cannot transmit due to the voice channel being busy.
- Step 7. Release the PTT switch on RADIO-3.
- Step 8. Observe that RADIO-1 receives the call back before RADIO-4 and is able to proceed with the call.
- Step 9. **\*\*For radios with displays only\*\*** Observe that the display on RADIO-2 denotes an emergency and the unit ID of RADIO-1.
- Step 10. Dekey RADIO-1 and end the Emergency Call by holding down the Emergency button on RADIO-1 until an alert tone sounds. Verify RADIO-1 returns to normal operation and that RADIO-4 receives a callback.

Pass \_\_\_\_\_ Fail \_\_\_\_\_

## Wide Area SmartZone Trunking Features

### Recent User Priority

#### 1. DESCRIPTION

This test verifies that a recent user of the channel has priority over other users of equal priority of being assigned a channel when a busy queue exists. The maximum number of consecutive times that a user may be elevated to recent user priority is two.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 2  
RADIO-2 - SITE - SITE 1  
RADIO-3 - TALKGROUP 3  
RADIO-3 - SITE - SITE 1

#### VERSION #1

#### 2. TEST

- Step 1. Ensure that the priority level for all talkgroups is the same. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel and one voice channel.
- Step 2. De-press and hold the PTT switch of RADIO-1.
- Step 3. De-press and hold the PTT switch on RADIO-2 and then depress and hold the PTT switch on RADIO-3. Verify that both radios receive a busy tone.
- Step 4. Release the PTT switches on RADIO-2 and RADIO-3.
- Step 5. Release the PTT switch on RADIO-1.
- Step 6. De-press and hold the PTT switch on RADIO-2 after it receives a callback tone.
- Step 7. Within 2 seconds of callback, re-key RADIO-1. Verify that RADIO-1 receives a busy tone. Release the PTT switch on RADIO-1.
- Step 8. Release the PTT switch on RADIO-2. Verify that RADIO-1 receives a callback tone before RADIO-3.
- Step 9. Repeat Steps 2-8. Verify that the priority of RADIO-1 is once more elevated in the busy queue.
- Step 10. Repeat Steps 2-8 once more. Verify that in Step 9 that RADIO-3 receives the callback tone since RADIO-1 cannot be elevated in the busy queue more than two consecutive times.

Pass \_\_\_\_\_ Fail \_\_\_\_\_

## Wide Area SmartZone Trunking Features

### Continuous Assignment Updating

#### 1. DESCRIPTION

When a talkgroup is assigned a voice channel, the site controller continues to transmit the channel assignment on the control channel for the duration of the Talkgroup Call. Radios coming into use on the system are automatically sent to voice channels with conversations in progress involving their selected talkgroups.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 1  
RADIO-2 - SITE - SITE 2  
RADIO-3 - TALKGROUP 1  
RADIO-3 - SITE - SITE 2

#### VERSION #1

#### 2. TEST

- Step 1. Turn OFF RADIO-1.
- Step 2. Initiate a Talkgroup Call using RADIO-2.
- Step 3. While the Talkgroup Call is in progress, turn ON RADIO-1.
- Step 4. Observe that RADIO-1, which was just brought back into service, joins the Talkgroup Call already in progress.
- Step 5. Release the PTT of RADIO-2.
- Step 6. Switch RADIO-1 to TALKGROUP 2.
- Step 7. Initiate a Talkgroup Call using RADIO-2.
- Step 8. While the Talkgroup Call is in progress, turn RADIO-1 back to TALKGROUP 1.
- Step 9. Observe that RADIO-1, which was just set back to TALKGROUP 1, joins the Talkgroup Call already in progress.

Pass\_\_\_\_\_ Fail\_\_\_\_\_



## Wide Area SmartZone Trunking Features

### Site Access Control/"Individual Only" Site Access Denial

#### 1. DESCRIPTION

The User Configuration Manager (UCM) can be used to limit radio or talkgroup access to selected valid sites. Control can be exercised to restrict radio users or talkgroups to certain sites, or to steer radio activity away from smaller sites in an effort to avoid busies. UCM flags establish which sites are valid for each individual radio user, talkgroup and multigroup. An overall Site Access Denial flag for the system governs how these radio and talkgroup settings affect the affiliation or rejection of radios to individual sites. Four possible values for the Site Access Denial flag exist: Individual Only, Talkgroup Only, Either, or Both.

"Individual Only" Site Access Denial dictates that a radio will not be allowed to affiliate to a particular site if the radio user does not have access to that site. If the Site Access Denial flag is set to "Individual Only", the talkgroup record for valid sites is not used in the determination of actual site affiliation permissions.

NOTE: Site Denial flags are not cleared from the subscriber until the power is cycled or the talkgroup is changed.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 1  
RADIO-2 - SITE - SITE 2

#### VERSION #1

#### 2. TEST

- Step 1. Set the Site Access Denial Flag to Individual Only via the User Configuration Manager (UCM).
- Step 2. Initiate a call from RADIO-2 on TALKGROUP 1. Verify that RADIO-2 is allowed to make the call.
- Step 3. Force RADIO-2 to scan to SITE 1, and then set SITE 2 to be a non-valid site for TALKGROUP 1 through the UCM.
- Step 4. Force RADIO-2 to scan back to SITE 2. Verify that RADIO-2 is allowed to affiliate to SITE 2 since the individual Radio user record determines site access.
- Step 5. Initiate a call from RADIO-2 on TALKGROUP 1. Verify that RADIO-2 is not allowed to make the call from SITE 2 since TALKGROUP 1 is no longer valid at SITE 2.
- Step 6. Change RADIO-2 to TALKGROUP 2 and attempt to make a call at SITE 2. Verify that the Talkgroup Call occurs because TALKGROUP 2 is valid at SITE 2.
- Step 7. Initiate a Private Call from RADIO-2 to RADIO-1. Verify that the Private Call occurs since RADIO-2 is valid at SITE 2.
- Step 8. Force RADIO-2 to scan to SITE 1.
- Step 9. Set SITE 2 to be a non-valid site for RADIO-2 through the UCM.
- Step 10. Force RADIO-2 to scan to SITE 2. Verify that RADIO-2 can no longer affiliate to SITE 2 and that RADIO-2 will scan to other valid sites.

Pass\_\_\_\_ Fail\_\_\_\_

## Wide Area SmartZone Trunking Features

### Site Access Control/"Talkgroup Only" Site Access Denial

#### 1. DESCRIPTION

The User Configuration Manager (UCM) can be used to limit radio or talkgroup access to selected valid sites. Control can be exercised to restrict radio users or talkgroups to certain sites, or to steer radio activity away from smaller sites in an effort to avoid busies. UCM flags establish which sites are valid for each individual radio user, talkgroup and multigroup. An overall Site Access Denial flag for the system governs how these radio and talkgroup settings affect the affiliation or rejection of radios to individual sites. Four possible values for the Site Access Denial flag exist: Individual Only, Talkgroup Only, Either, or Both.

"Talkgroup (TG) Only" Site Access Denial dictates that a radio will not be allowed to affiliate to a particular site if its affiliated talkgroup does not have access to that site. In this case, the individual radio user setting for valid sites is not used in the determination of actual site affiliation permissions.

NOTE: Site Denial flags are not cleared from the subscriber until the power is cycled or the talkgroup is changed.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 1  
RADIO-2 - SITE - SITE 1

#### VERSION #1

#### 2. TEST

- Step 1. Set the Site Access Denial Flag to Talkgroup Only via the User Configuration Manager (UCM).
- Step 2. Set SITE 2 to be a valid site for RADIO-2 through the UCM. Set SITE 2 to be a non-valid site for TALKGROUP 1 through the UCM.
- Step 3. Force RADIO-2 to scan to SITE 2. Verify that RADIO-2 cannot affiliate to SITE 2 since TALKGROUP 1 is a non-valid talkgroup for SITE 2.
- Step 4. Set SITE 2 to be a valid site for TALKGROUP 1 through the UCM. Set SITE 2 to be a non-valid site for RADIO-2 through the UCM.
- Step 5. Force RADIO-2 to scan to SITE 2. Verify that RADIO-2 is now allowed to affiliate to SITE 2 since the talkgroup record determines site access.
- Step 6. Initiate a call from RADIO-2. Verify that RADIO-2 is allowed to make the call from SITE 2 since TALKGROUP 1 is valid at SITE 2.

Pass\_\_\_\_\_ Fail\_\_\_\_\_

## Elite Console Features



## Elite Console Features

### Talkgroup Selection and Call

#### 1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 2  
RADIO-2 - SITE - SITE 1  
RADIO-3 - TALKGROUP 1  
RADIO-3 - SITE - SITE 2  
RADIO-4 - TALKGROUP 2  
RADIO-4 - SITE - SITE 2

#### VERSION #1

#### 2. TEST

- Step 1. Initiate a wide area call from any operator position on TALKGROUP 1.
- Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 3. Observe that all Consoles with TALKGROUP 1 can monitor both sides of the conversation.
- Step 4. Initiate a wide area call from any operator position on TALKGROUP 2.
- Step 5. Observe that RADIO-2 and RADIO-4 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 6. Observe that all Consoles with TALKGROUP 2 can monitor both sides of the conversation.

Pass\_\_\_\_ Fail\_\_\_\_

## Elite Console Features

### Multigroup Call

#### 1. DESCRIPTION

This trunking feature allows an equipped console operator position to transmit an announcement to several different talkgroups simultaneously. As with Talkgroup Calls, multigroup calls operate across sites as well as within the same site.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 2  
RADIO-2 - SITE - SITE 2  
RADIO-3 - TALKGROUP 3  
RADIO-3 - SITE - SITE 3 (SITE 1 if only 2 Sites)  
RADIO-4 - RANDOM  
RADIO-4 - SITE - SITE 4 (SITE 2 if only 2 Sites)

\* TALKGROUP 1, TALKGROUP 2, &  
TALKGROUP 3 are members of ATG 1.

\* RANDOM is any talkgroup not a member of ATG 1.

\* Multigroups are set up through both the UCM and the Subscriber Programming software.

#### VERSION #1

#### 2. TEST

- Step 1. Select the ATG 1 resource, which corresponds TALKGROUP 1, TALKGROUP 2, and TALKGROUP 3.
- Step 2. Initiate the Multigroup Call from the operator position.
- Step 3. Observe that RADIO-1, RADIO-2 and RADIO-3 receive the Multigroup Call.
- Step 4. Verify that RADIO-4 does not receive the Multigroup Call because it is not a member of ATG 1.
- Step 5. Answer the Multigroup Call using RADIO-1 and observe the console receives the response.
- Step 6. Verify that if the call is answered within the repeater hang time, the console will receive the call on the ATG 1 resource tile, otherwise the console will receive the call on the TALKGROUP 1 tile.
- Step 7. Verify that if the call is answered within the repeater hang time, RADIO-2 and RADIO-3 will monitor that call.

Pass \_\_\_ Fail \_\_\_

## Elite Console Features

### Talkgroup Patch

#### 1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more channels or talkgroups that need to communicate with each other.

Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 2  
RADIO-2 - SITE - SITE 1  
RADIO-3 - TALKGROUP 1  
RADIO-3 - SITE - SITE 2  
RADIO-4 - TALKGROUP 2  
RADIO-4 - SITE - SITE 2

\* All 4 Radios must have the same home zone.

VERSION #1

#### 2. TEST

- Step 1. Select an operator position for testing which contains TALKGROUP 1 and TALKGROUP 2.
- Step 2. At the desired operator position select one of the Patch tabs in the Patch/Multi-Select window.
- Step 3. Click the button on the patch that allows an operator to setup and edit a patch (note patch window turns blue).
- Step 4. Add TALKGROUP 1 and TALKGROUP 2 to the patch by selecting each resource tile.
- Step 5. Once the talkgroups are added, click the patch setup button again to complete the patch setup.
- Step 6. Initiate several Talkgroup Calls between radios.
- Step 7. Observe that all radios are able to communicate with one another. Also via Zone Watch observe that only one station is assigned at each of the two sites.
- Step 8. Initiate a call from the operator position using the Patch Transmit and observe that all radios are able to receive the call and only one station is assigned at each of the two sites.
- Step 9. Remove TALKGROUP 1 and TALKGROUP 2 from the patch.

Pass \_\_\_ Fail \_\_\_

## Elite Console Features

### Multi-Select/APB

#### 1. DESCRIPTION

A Multi-Select (MSEL) allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for announcements to two or more channels or talkgroups for general broadcast purposes.

Using the Multi-Select feature, the console operator can talk and listen to all of the selected talkgroups grouped; however, the members of the individual talkgroups cannot talk or listen to members of other talkgroups. Multi-selected talkgroups still only communicate with the console dispatcher and other members in the same talkgroup. A predefined multi-select configuration can be saved by the console operator as an All Points Bulletin (APB) for quick broadcast-type transmissions by the dispatcher.

NOTE : If "secure" and "clear" resources are multi-selected, one repeater for each mode may be assigned per site.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 2  
RADIO-2 - SITE - SITE 2  
RADIO-3 - TALKGROUP 3  
RADIO-3 - SITE - SITE 3  
RADIO-4 - TALKGROUP 4  
RADIO-4 - SITE - SITE 4

#### VERSION #1

#### 2. TEST

- Step 1. Select an operator position for testing which contains TALKGROUP 1, TALKGROUP 2, TALKGROUP 3 and TALKGROUP 4.
- Step 2. At the desired operator position select one of the Multi-Select tabs in the Patch/Multi-Select window.
- Step 3. Click the button on the Multi-Select that allows an operator to setup and edit a multiselect (note: MSEL window turns green).
- Step 4. Add TALKGROUP 1, TALKGROUP 2, TALKGROUP 3 and TALKGROUP 4 to the Multi-Select by selecting each resource tile.
- Step 5. Once the talkgroups are added click the Multi-Select Setup button again to complete the Multi-Select setup.
- Step 6. Initiate a call from the operator position using the APB Transmit and observe that all radios are able to receive the call. Also via Zone Watch verify that only one RF resource is assigned at any site where multiple radios are affiliated.
- Step 7. Remove all talkgroups from the Multi-Select.

Pass\_\_\_\_ Fail\_\_\_\_

## Elite Console Features

### Console Initiated Private Call

#### 1. DESCRIPTION

Private Conversation is a selective calling feature which allows a dispatcher or radio user to carry on one-to-one conversation that is heard only by the two parties involved. Subscriber units receiving a private call will sound an alert tone. As with other call types, Private Calls operate across sites as well as within the same site.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1

#### VERSION #1

#### 2. TEST

- Step 1. Select an operator position for testing.
- Step 2. Select the "PRIVATE-CALL" tile.
- Step 3. Click the button on the tile that provides the Private Call function.
- Step 4. Select the unit to be Private Called, in this case RADIO-1.
- Step 5. Click the Send button.
- Step 6. Answer the Private Call with RADIO-1 and respond to the console.
- Step 7. After completing the Private Call, return to the normal talkgroup mode.

Pass \_\_\_\_ Fail \_\_\_\_

## Elite Console Features

### Emergency Alarm And Call Display

#### 1. DESCRIPTION

Users in life threatening situations can use the emergency button on the radio to send an audible alarm and a visual alarm signal to a console operator in order to request immediate system access to a voice channel for an emergency call.

An emergency alarm begins after the radio user presses the radio's emergency button. Pressing the emergency button places the radio in "emergency mode". To begin an emergency call, the radio user must press the radio's PTT button while in "emergency mode." The assigned voice channel will be dedicated to the emergency caller's talkgroup for an extended period of time, equal to the Message Hang Time plus the Emergency Hang Time. As with other call types, emergency calls can operate across sites as well as within the same site.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1

#### VERSION #1

#### 2. TEST

- Step 1. Select an operator position in the zone where RADIO-1 is affiliated for the test.
- Step 2. Initiate an Emergency Alarm from RADIO-1.
- Step 3. Observe the Emergency from RADIO-1 is received at the operator position on TALKGROUP 1. Note that if RADIO-1 is programmed for Emergency Revert, the Emergency will be received on the designated revert talkgroup.
- Step 4. Acknowledge the Emergency at the operator position.
- Step 5. Key RADIO-1 to initiate an Emergency call to the operator position and reply to the radio from the operator position. Observe that the call takes place.
- Step 6. Clear the Emergency from the console.
- Step 7. Reset RADIO-1 by holding the Emergency button on the radio.

Pass \_\_\_\_\_ Fail \_\_\_\_\_

## Elite Console Features

### PTT Unit ID/Alias Display

#### 1. DESCRIPTION

Console operator positions contain various resources such as talkgroup, multigroup and Private Call which enable the operator to communicate with the subscriber units. If activity occurs on one of these operator position resources, the unit ID or associated alias of the initiating radio appears at the console resource. Default operation for the system is to display unit IDs at the console operator resource, but pre-defined aliases can be substituted for each unit ID.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 1  
RADIO-2 - SITE - SITE 2

#### VERSION #1

#### 2. TEST

- Step 1. Select TALKGROUP 1 on any operator position with that Talkgroup.
- Step 2. Initiate a call from RADIO-1 and observe that the portable ID or alias is seen at both consoles in the list in the resource window as well as in the Activity Log window. Note that if the alias for the radio has been downloaded from the User Configuration Subsystem (UCM) to the console, the alias will be displayed in place of the unit ID.
- Step 3. Repeat Step 2 using RADIO-2.

Pass \_\_\_\_\_ Fail \_\_\_\_\_



## Elite Console Features

### Call Alert Page

#### 1. DESCRIPTION

Call Alert Page allows a dispatcher to selectively alert another radio unit. The initiating radio will receive notification as to whether or not the call alert was received. Units receiving a Call Alert will sound an alert tone and show a visual alert indication. The display will also show the individual ID of the initiating radio unit. After receiving the Call Alert, the radio can respond with either a Private Call or normal talkgroup call.

This feature is fully supported on all display portables and mobiles.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1

#### VERSION #1

#### 2. TEST

- Step 1. Select the call alert button in the "Private Call" resource window.
- Step 2. Enter the ID of RADIO-1.
- Step 3. Send the call alert to RADIO-1 by depressing the send button.
- Step 4. Verify that RADIO-1 receives the alert and that the ID of the console is shown.
- Step 5. Turn off RADIO-1.
- Step 6. Send the call alert to RADIO-1 again.
- Step 7. Verify that after trying to page RADIO-1, the console does display "Can not send call alert - target not found" in the summary list.

Pass\_\_\_\_ Fail\_\_\_\_



## Elite Console Features

### Console Priority

#### 1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned voice channel resource. The Console Position has the capability to take control of an assigned voice channel for a talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 1  
RADIO-2 - SITE - SITE 1

#### VERSION #1

#### 2. TEST

- Step 1. Initiate a Talkgroup call from RADIO-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-2 receives the call.
- Step 3. While the call is in progress, key up any operator position at the console on TALKGROUP 1.
- Step 4. Observe that RADIO-2 is now receiving audio from the operator position.
- Step 5. De-key the Operator Position.
- Step 6. Verify RADIO-2 now receives RADIO-1 audio.

Pass \_\_\_\_\_ Fail \_\_\_\_\_

## Elite Console Features

### Supervisory Control

#### 1. DESCRIPTION

The Console Operators may override subscriber audio being transmitted on the system. The Console Supervisor position may override all other console positions.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1

VERSION #1

#### 2. TEST

- Step 1. Set up two dispatch positions on the same talkgroup; one must be the Supervisor position.
- Step 2. Transmit from the non-Supervisor position.
- Step 3. Verify that RADIO-1 receives the non-Supervisor audio.
- Step 4. While continuing to transmit at the non-supervisory position, transmit on the same channel at the Supervisor's position using the Instant Transmit Key.
- Step 5. Verify that RADIO-1 receives the supervisor audio and that the supervisor audio is heard at non-supervisor position.

Pass \_\_\_ Fail \_\_\_

## Elite Console Features

### Conventional Radio Resource (BIM Only)

#### 1. DESCRIPTION

A conventional station can be integrated into a trunking system by placing a conventional resource on the Elite consoles. This allows the user to patch the conventional station with the desired talkgroups.

#### SETUP

Connect a transmission test set to the Central Electronics Bank (CEB) interface panel that corresponds to a conventional Base Interface Module (BIM) in the CEB.

#### VERSION #1

#### 2. TEST

- Step 1. Choose a conventional Radio Resource at the console.
- Step 2. Connect a transmission test set to the output of the Base Interface Module corresponding to the selected Radio Resource.
- Step 3. Key up the console Radio Resource and verify Transmit audio for the conventional resource.
- Step 4. Inject a test tone into the input of the Radio Resource selected.
- Step 5. Verify the Radio Resource receives the tone in the select speaker.
- Step 6. Repeat Steps 1-5 for one conventional BIM in each CEB.

Pass\_\_\_\_ Fail\_\_\_\_

## Elite Console Features

### Logging Recorder

#### 1. DESCRIPTION

The Logging Record Interface (LORI) and Logging Recorder/Operator Interface Module (LOMI) in the Central Electronics Bank (CEB) provide an audio source to an external Logging Recorder used to record console dispatch audio. The LOMI card detrunks the talkgroup audio and sources the talkgroup audio to the AEI/LORI boards which connect to the actual Logging Recorder.

LORI pinouts:

Output Pair #1 - pins 26,1  
Output Pair #2 - pins 28,3  
Output Pair #3 - pins 30,5  
Output Pair #4 - pins 32,7  
Output Pair #5 - pins 36,11  
Output Pair #6 - pins 38,13  
Output Pair #7 - pins 40,15  
Output Pair #8 - pins 42,17

#### SETUP

Use the Console Dispatch Manager (CDM) software to configure a LOMI to detrunk TALKGROUP 1 and TALKGROUP 2 in order to test the audio availability at the LORI card. Connect the LORI card that contains the logging tracks for TALKGROUP 1 and TALKGROUP 2 to a punchblock.

#### VERSION #1

#### 2. TEST

- Step 1. Identify the pins on the designated LORI punchblock that provide the demarcation for the detrunked logging tracks for TALKGROUP 1 and TALKGROUP 2.
- Step 2. Connect a transmission test set to monitor the audio across the punchblock demarcation.
- Step 3. Initiate a Talkgroup Call from the console position.
- Step 4. Monitor audio traffic between the radio user and the console dispatcher on the test set.
- Step 5. Initiate a Talkgroup Call from RADIO-1 on TALKGROUP 1.
- Step 6. Monitor audio traffic between RADIO-1 and the console dispatcher on the test set.
- Step 7. Repeat Steps 2-6 for TALKGROUP 2.

Pass \_\_\_ Fail \_\_\_

## Elite Console Features

### Console Enable / Disable

#### 1. DESCRIPTION

In an Elite Operator configuration, the Supervisory console position may disable the non-supervisory positions. This will disable all transmit capability from the disabled console.

#### SETUP

\* Two consoles are required

#### VERSION #1

#### 2. TEST

- Step 1. Verify that Console 1 is set up as a Supervisor.
- Step 2. Transmit from the Console 2 (non-supervisory) and verify communication with RADIO-1.
- Step 3. Select the "Enable/Disable Op Position" button from the tool bar on the Supervisory console.
- Step 4. Disable Console 2.
- Step 5. Verify that the non-supervisory position is completely disabled from making a call.
- Step 6. Select the "Enable/Disable Op Position" button from the tool bar on the Supervisory console.
- Step 7. Enable Console 2.
- Step 8. Verify that the non-supervisory position is completely enabled.

Pass\_\_\_\_ Fail\_\_\_\_

## Signoff Certificate

By their signatures below, the following witnesses certify they have observed the In-Field System Acceptance Test Procedures.

Signatures

McLean County WITNESS:

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

Please Print Name: \_\_\_\_\_

\_\_\_\_\_ Initials

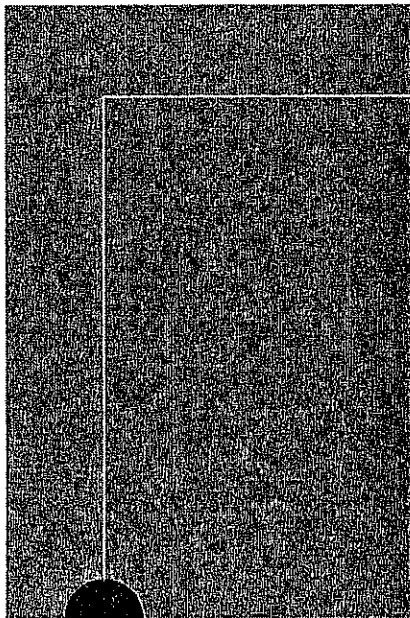
Motorola WITNESS:

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

Please Print Name: \_\_\_\_\_

\_\_\_\_\_ Initials

**EXHIBIT B-5**  
**TRAINING SCHEDULE**



**MCLEAN COUNTY, IL**  
Proposal # 040048R2

## **CUSTOMER TRAINING CENTER**

*An investment in the future*



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# TRAINING

## OVERVIEW

Motorola's Learning Services organization dedicates itself exclusively to offering the most comprehensive training available for Motorola's advanced equipment to fully realize the equipment's potential. From sophisticated training needs analyses to ongoing training throughout the life cycle of your product or system, we can help ensure that your investment in training today is an investment for your future.

Our training methodology includes knowledgeable instructors, well-designed courseware, lab activities, and system hardware and software that closely parallels your operating environment and that is integrated with proper system documentation. This methodology is based upon several key criteria:




- Course design is driven by an analysis of learner needs and focuses on how-to rather than theory.
- Learning objectives are based upon what learners need to accomplish on the job and focus on specific applications.
- Hands-on lab opportunities using customer-specific job aids are incorporated into training to maximize the transfer of skills to the job and the retention/reuse of information.

Motorola offers both train-the-trainer and end-user training. Students can attend training at one of our training centers or instructors can come to your site. In conjunction with or in addition to instructor-led training, we can provide self-study/e-learning programs in which students follow a computer-based training module on CD-ROM or other media.

# COURSES PROPOSED

In the process of assessing your training needs, Motorola has identified the following course(s) that are necessary to achieve your training goals. Inserted within the matrix are course description files for your review or printing.

While the standard courses are encouraged, the class outline may be tailored for your quotation. Thus, the outline(s) below may not exactly match your quoted class length and content.

Course	Target Audience	No. of Sessions	Duration (days)	Location	Date	No. of Attendees
<b>1. CENTRACOM Gold Elite Console ADMIN, Alias Database Manager (ADM) and Operator</b> 4 training consoles (2x1 Ratio)	System Administrators and Dispatch Supervisors	1 (8 hr session)	1	Bloomington, IL	Prior to Cut-over	5
Course Synopsis: This course will provide Dispatch Supervisors with an introduction to the special operation of the supervisory console. In addition, the operation of the Alias Database Manager (ADM) Applications Program will be discussed and demonstrated with facilitation and hands-on activities. It will also include the Operator training listed below.						 *CC EliteAdmin.doc   *CC EliteADM.doc
<b>2. CENTRACOM Gold Elite Console Operator</b> 4 training consoles (2x1 Ratio)	Dispatch Operators	4 (4 hr sessions)	2	Bloomington, IL	Prior to Cut-over	27  (7-8 each)
Course Synopsis: This course provides Dispatch Console Operators with an introduction to the dispatch console, its basic operation and to the tailored job aids available for assistance in operation. The learning experience is a mix of video, instructor led, facilitation and hands-on activities to help console operators perform common tasks associated with their console's operation.						 *CC EliteOp.doc
<b>Materials Included:</b>  6 – CENTRACOM Admin/ADM Guides 27 – CENTRACOM Operator Flipbooks (Tailored)						

Course	Target Audience	No. of Sessions	Duration (days)	Location	Date	No. of Attendees				
<b>3A ASTRO 25 Mobile and Portable Operator Training and Futurecom VRS</b> User Training (Customer Choice Phase I - Condensed Lite Option with limited Hands-on)	Law Trainers	2 (4-Hr sessions)	1	Bloomington, IL	Prior to Cut-over	40 (20 each)				
<b>3B ASTRO 25 Mobile and Portable Operator Training and Futurecom VRS</b> User Training (Customer Choice Phase II - Condensed Lite Option with limited Hands-on)	Fire and Normal Law Trainers	1 (4-Hr session)	1/2	Bloomington, IL	Prior to Cut-over	15				
<p><b>Materials Included:</b></p> <table border="0"> <tr> <td> <b>XTS1500</b>                              1 – Configuration                              1 – IEUTK                              20– Instructor Guides (Tailored)                              200 – Quick Reference Cards                         </td> <td> <b>XTS2500</b>                              1 – Configuration                              1 – IEUTK                              30 – Instructor Guides (Tailored)                              30 – Quick Reference Cards                         </td> </tr> <tr> <td> <b>XTS5000</b>                              1 – Configuration                              1 – IEUTK                              40 – Instructor Guides (Tailored)                              200 – Quick Reference Cards                         </td> <td> <b>XTL5000</b>                              1 – Configurations                              1 – IEUTK                              40 – Instructor Guides (Tailored)                              200 – Quick Reference Cards                         </td> </tr> </table>							<b>XTS1500</b> 1 – Configuration 1 – IEUTK 20– Instructor Guides (Tailored) 200 – Quick Reference Cards	<b>XTS2500</b> 1 – Configuration 1 – IEUTK 30 – Instructor Guides (Tailored) 30 – Quick Reference Cards	<b>XTS5000</b> 1 – Configuration 1 – IEUTK 40 – Instructor Guides (Tailored) 200 – Quick Reference Cards	<b>XTL5000</b> 1 – Configurations 1 – IEUTK 40 – Instructor Guides (Tailored) 200 – Quick Reference Cards
<b>XTS1500</b> 1 – Configuration 1 – IEUTK 20– Instructor Guides (Tailored) 200 – Quick Reference Cards	<b>XTS2500</b> 1 – Configuration 1 – IEUTK 30 – Instructor Guides (Tailored) 30 – Quick Reference Cards									
<b>XTS5000</b> 1 – Configuration 1 – IEUTK 40 – Instructor Guides (Tailored) 200 – Quick Reference Cards	<b>XTL5000</b> 1 – Configurations 1 – IEUTK 40 – Instructor Guides (Tailored) 200 – Quick Reference Cards									
<p><b>Course Description:</b>                      The Train-the-Trainer courses are designed to teach the customer how to operate the ASTRO 25 radios with the features programmed. In addition, the customer will be taught how to use Motorola Interactive End User Toolkits (IEUTK) to customize their end user training presentations for individual agencies. Segmentation between user groups (i.e. Police, Fire/EMS, Public Service) is encouraged to help focus instruction on the specific operational issues of the individual user group. (Note: Similar course descriptions will be used for the other two mobiles.)</p>						<p>XTS2500 Description.doc</p> <p>XTS5000 Description.doc</p>				

To order self-study CD ROM based materials visit us  
 online at: <http://www.motorola-wls.com/Dynamic/region.asp>

## FIELD CLASS COSTS

Field classes are “tailored” to the customer’s specific system allowing for various classes, which are not offered as standard Resident classes. System manuals, participant guides, and required pre-work are included in the pricing of the class per student. The students benefit from working on their own systems, at their home location, and within their schedules.

### Dispatch Operator

Class Name	No. of Students	No. of Days	Sale Price
1. CENTRACOM Admin and Operator	5	1	\$2,920.00
2. CENTRACOM Operator	27	2	\$4,655.00
<b>Subtotal for Console Training:</b>			<b>\$7,575.00</b>

**Materials Included:**

6 – CENTRACOM Admin/ADM Guides  
27 – CENTRACOM Operator Flipbooks (Tailored)

### Radio User Overview (Lite Option – Customer Choice)

Class Name	No. of Students	No. of Days	Sale Price
3A. ASTRO Mobile & Portable Radio User Overview (Law)	40	1	\$11,045.00
3B. ASTRO Mobile & Portable Radio User Overview (Fire and Normal PD) (Price good through 2006)	30	1/2	\$6,310.00
<b>Option - Subtotal for Radio Training:</b>			<b>\$17,355.00</b>

**Materials Included:**

**XTS1500**

1 – Configuration  
1 – IEUTK  
20 – Instructor Guides (Tailored)  
200 – Quick Reference Cards

**XTS5000**

1 – Configuration  
1 – IEUTK  
40 – Instructor Guides (Tailored)  
200 – Quick Reference Cards

**XTS2500**

1 – Configuration  
1 – IEUTK  
30 – Instructor Guides (Tailored)  
30 – Quick Reference Cards

**XTL5000**

1 – Configurations  
1 – IEUTK  
40 – Instructor Guides (Tailored)  
200 – Quick Reference Cards

Additional Quick Reference Cards (QRCs) can be ordered for End User training at \$1.25 each.

*(Note: Console and Radio training is priced with travel, so classes can be independent.)*

<b>Grand Total for Training Sale Pricing:</b>	<b>\$24,930.00</b>
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Prices are good through 2005, unless stated otherwise. An increase of 5%—10% for each subsequent year may apply.

## QUALIFICATIONS AND ASSUMPTIONS

1. A successful training event requires that the students have adequate time for hands-on intervention with their equipment. Motorola's Customer Training Center/The customer or project team shall supply product equipment. This includes all necessary test equipment, cables, card extenders, etc.
2. A successful training event requires that the students have adequate time for hands-on intervention with their subscriber units. Motorola's Customer Training Center/The customer or project team shall supply product equipment. Motorola's Customer Training Center recommends that there be one subscriber unit available per user present in the training session. In the case of console end user training, Motorola's Customer Training Center recommends that there be at least one console position for every two dispatch operators. In the case of 911 call taker training, Motorola's Customer Training Center recommends that there be at least one 911 call taker position (including monitor) for every two call takers.
3. A successful training event also requires appropriate facilities in which to deliver training. The customer or project team will ensure that the necessary equipment (which can include but is not limited to chalkboard, projector, screens, student tables and chairs) is in place for the training event.
4. Student materials will be furnished by Motorola's Customer Training Center.
5. While it is important that Motorola meets, the customer's requested training dates, the final class dates are determined by instructor availability. This is especially important when training in a language other than English because of the limited resources available.
6. School dates will only be established once payment has been received by Motorola's Customer Training Center. Without payment, Motorola reserves the right to cancel a field school. By supplying agreed form of payment, Customer or project team accepts all terms and conditions.
7. Acknowledging there are costs associated with preparing a training program, the Customer agrees to notify Motorola immediately if Customer or project team requires a date change for a scheduled training program. Within 30 days of scheduled training, if a class is cancelled or postponed, the Customer will pay 100% of the instructor delivery rate and any additional costs which have been incurred, i.e. airfare cancellation, materials, shipping, etc. If Motorola is able to reschedule the instructor, then the instructor delivery rate will be waived accordingly.

8. The effort has been made in advance to gather all relevant information to produce this proposal and is based on information available at this time. Additional information made available later may require Motorola to update this proposal and the price.
9. All prices are valid through the year 2005, unless specified otherwise. An increase of 5%–10% for each subsequent year may apply.

EXHIBIT C

PROJECT COMPLETION CERTIFICATE



## STARCOM21

### CERTIFICATE OF FINAL ACCEPTANCE

The signatures below signify that Motorola, Inc. has provided and installed the McLean County STARCOM21 system as described in the Contract documents and this system is operating as part of the statewide 800 MHz STARCOM21 trunked radio system and that Motorola, Inc. has:

- Provided all remaining Contract deliverables to the County Project Director, and
- Addressed and resolved all punch list items generated during the site inspections, and
- Certified that the subsystems are complete and ready for Final Acceptance by the County

The date shown below is the effective start date of the one year (24 x 7) Service Program.

**McLean County Representative**

**Motorola, Inc. Representative**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**EXHIBIT D**

**LICENSE MANAGEMENT AGREEMENT**

## STARCOM21 LICENSE MANAGEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as December 20, 2005 (the "Effective Date"), by and between Motorola, Inc., a Delaware Corporation, through its Commercial, Government and Industrial Solutions Sector ("Motorola") and McLean County, ("Licensee").

### RECITALS

WHEREAS Motorola is in the business of designing, establishing and operating wireless communications systems; and

WHEREAS, Motorola manages a shared, wide-area 700 and 800 MHz trunked voice radio system throughout Illinois (the "Wide-Area Network" or "System") in accordance with certain standards and requirements set forth in Motorola's agreement with the State of Illinois, known as the STARCOM21 Contract (the "State Contract"); and

WHEREAS Licensee has been issued the necessary licenses (collectively with any related future authorizations, the "Licenses") by the Federal Communications Commission (the "FCC") to operate 700 and 800 MHz frequencies in Illinois that Licensee desires to incorporate into the System. A schedule of the Licenses that Licensee currently holds are listed on Attachment A; and

WHEREAS Licensee desires to enter into a management arrangement with Motorola and Motorola desires to assist Licensee in Licensee's continued operations under the Licenses (the "Licensed Operations"), in accordance with all applicable rules and regulations of the FCC including the requirements of Section 90.179(d) (collectively, the "FCC Rules"); and

WHEREAS the parties hereto wish to document in this Agreement the terms and conditions by which Motorola will manage the Licensed Operations on behalf of Licensee; and

WHEREAS Licensee and Motorola are familiar with the FCC Rules applicable to the Licensed Operations, and it is the intention of the parties hereto that this Agreement not diminish any of Licensee's duties and/or responsibilities as an FCC licensee; and

WHEREAS, by separate agreement (called a "User Agreement"), Licensee may contract with Motorola to provide service on the Wide-Area Network or access to certain parts of the Wide-Area Network pursuant to the terms of the User Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

## 1. APPOINTMENT OF MANAGER

1.1 Appointment. Licensee hereby appoints Motorola to manage the Licensed Operations as is more fully described herein, and Motorola hereby accepts such appointment. Motorola shall provide the technical and managerial services set forth in this Agreement on behalf of Licensee.

1.2 Available Channel Capacity. Provided that the necessary regulatory approvals are secured and maintained from the FCC and from any other federal, state or other governmental authority having jurisdiction over Licensee or the Licensed Operations, Licensee shall make available the full channel capacity of the Licensed Operations for the duration of this Agreement to allow Motorola to accommodate users on the System (the "Users") in accordance with the terms and conditions as herein provided.

## 2. SERVICES

2.1 In General. Subject to the general authority and oversight of Licensee, Motorola shall be responsible for the operation of the Licensed Operations. Motorola's responsibilities shall include managing, overseeing, arranging for and directing the planning, design, construction equipping and operation of the Licensed Operations as part of the System, all of the foregoing being subject to the general authority of Licensee. On Licensee's behalf, Motorola shall be responsible for contracting with, and collecting fees from, Users of the System. Motorola shall use its best efforts consistent with sound and reasonable practice to conduct (or cause to be conducted) such business and to render (or cause to be rendered), assist with, obtain or contract for all services, as shall be necessary for the planning, design, construction, equipping and operation of the Licensed Operations as part of the System, including without limitation, the following:

(a) Generally providing management services to perform all of the day-to-day functions associated with the Licensed Operations and doing or assisting with any and all other acts or executing such other agreements, documents or instruments as are consistent with the FCC Rules and, in the good faith judgment of Motorola, are necessary to carry out the development, construction and operation of the Licensed Operations as part of the System, whether or not specifically enumerated herein;

(b) The hiring and supervision of Motorola personnel and any subcontractors necessary to operate the Licensed Operations;

(c) Payment of all expenses and fees incurred or payable by the Licensed Operations as part of the System as provided in Section 2.4 hereof;

(d) Arranging for the maintenance of the Licensed Operations according to standards consistent with FCC Rules, and for the provision of necessary repairs and replacements, as provided in Section 2.4 hereof;

(e) Assisting Licensee in preparing, maintaining and submitting any applications, reports, notices or other documentation related to the System required by the FCC Rules; and

(f) Providing for appropriate office recordkeeping, bookkeeping and internal accounting services and arranging for and/or overseeing outside accounting services.

**2.2 Control.** The parties understand that discretion, control over and responsibility for the Licensed Operations shall remain vested in Licensee. Licensee will supervise Motorola's activities and will retain control over the Licensed Operations as required under applicable FCC rules and regulations. It is the intention of the parties hereto that this Agreement will not diminish any of Licensee's duties and/or responsibilities as an FCC licensee.

**2.3 Consolidation.** In arranging for the provision of goods and services to Licensee, including, without limitation, the services referred to in Section 2.1 hereof, Motorola may make arrangements to consolidate the purchase of such goods and services with purchases for other 700 and 800 MHz systems owned, operated or managed by Motorola or its affiliates; provided that all such purchases are on terms no less favorable than could be obtained by Motorola for Licensee on an unconsolidated basis.

**2.4 Expenses.** Licensee and Motorola agree that Motorola shall be responsible for all fees and expenses arising from day-to-day operation and maintenance of the System. As part of this day-to-day system maintenance, Motorola shall maintain, repair and replace existing equipment to the extent necessary to satisfy system performance standards required under the State Contract. Collectively, all of these fees and expenditures referred to in this subsection are the "Expenses" of the System.

**2.5 System Expansions or Upgrades.**

(a) The parties hereto acknowledge that, during the term of this Agreement, Motorola may recommend expansions of or upgrades to the Licensed Operations, the Wide-Area Network or their capabilities and equipment (including additional licenses, equipment and software related thereto). Motorola shall advise Licensee of such proposed expansions or upgrades at the periodic meetings of the Oversight Committee, of which Licensee is a member and whose meeting Motorola is hereby authorized to attend. Unless Licensee objects to a proposed expansion or upgrade at the meeting at which it is presented, Licensee shall be deemed to have consented to the enhancement and shall cooperate with Motorola to implement the expansion or upgrade, including applying for

any necessary FCC or other governmental authorizations or permits. Prior to, and as a condition of, the implementation of these expansions or upgrades, the parties must agree on the allocation of costs for these enhancements.

(b) The parties hereto acknowledge that, during the term of this Agreement, Licensee may recommend expansions of or upgrades to the Licensed Operations, the Wide-Area Network or their capabilities and equipment (including additional licenses, equipment and software related thereto). Prior to, and as a condition of, the implementation of these expansions or upgrades, the parties must agree on the allocation of costs for these enhancements.

### **3. WIDE-AREA NETWORK; EXCLUSIVE AGENT; COOPERATION; BEST EFFORTS**

#### **3.1 Wide-Area Network.**

(a) Licensee acknowledges that Motorola desires to incorporate the Licensed Operations into the Wide-Area Network (also called the System) to be managed and operated by Motorola and to install additional Users on the System who are eligible, or may become eligible in the future, to utilize the System pursuant to the FCC Rules, provided, however, that any such additional User is a Public Safety eligible as defined by the FCC's Rules. Licensee understands that numerous entities, including, without limitation, public safety users and special emergency users, will utilize the Wide-Area Network. Licensee agrees to allow Motorola to take such actions upon receipt of the necessary regulatory approvals from the FCC and from any other federal, state, county, municipal or other governmental authority having jurisdiction over Licensee or the System, to allow Motorola to incorporate the Licensed Operations into the System. Accordingly, Licensee agrees to share the Licensed Operations with current and future licensees on the System in accordance with Section 90.179 of the FCC's Rules, 47 C.F.R. § 90.179.

(b) Provided that the necessary regulatory approvals are secured from the FCC and from any other federal, state or other governmental authority having jurisdiction over Licensee or the System, Licensee grants Motorola the right to (i) combine the channels of Licensee's Licensed Operations with other channels of the System, and (ii) connect Licensee's channels into the System, if Motorola so chooses. To the extent necessary or appropriate to facilitate or implement Motorola's management and operation of the System, Licensee will cooperate in the execution of any other agreements as Motorola from time to time may reasonably request.

(c) To the extent required by the State Contract, all Expenses incurred by Motorola and allocated to the Licensed Operations shall be accounted for by Motorola, including without limitation any Management Fee (hereinafter defined in Section 6).

**3.2 Exclusive Agent.** Subject to Section 3.1 hereof, Motorola shall act as Licensee's exclusive agent with respect to operating the System and providing service to

Users. Motorola's agency authority includes without limitation the authority to enter into new written agreements with additional Users, as required by FCC Rule, 47 C.F.R. § 90.179(d), for the purpose of sharing the Licensed Operations with Licensee on a cost shared basis. It is understood that nothing herein shall prevent Motorola from selling mobile equipment, maintenance or other services on such equipment to Users who may utilize capacity on the System.

**3.3 Customer Loading and System Construction.** Subject to the provisions of Section 3.1(a) hereof, the parties hereto shall cooperate with respect to the future use of the System by Users and the loading of Users on the System and any expansions thereof as provided for herein. Licensee shall take all reasonable steps necessary to assist Motorola in accomplishing these activities with respect to the Licensed Operations.

#### **4. FCC MATTERS**

**4.1 Control.** Licensee is the holder of the Licenses to provide the Licensed Operations. As required under applicable FCC Rules, Licensee shall supervise Motorola's activities and exercise control thereof over the Licensed Operations. It is expressly agreed and understood that nothing in this Agreement is intended to or will constitute a transfer of "control" (as defined in the FCC Rules and decisions of the FCC) of any of the Licenses from Licensee to Motorola or to any other person.

**4.2 Reports.** Licensee will prepare, maintain and submit, as applicable, in accordance with FCC rules and regulations, all applications, reports, notices and/or other documentation required to provide the Licensed Operations. Motorola shall assist Licensee in preparing maintaining and submitting any such applications, reports, notices and other documentation.

**4.3 Authorizations.** Licensee, with Motorola's assistance, shall be responsible for obtaining any licenses or other authorizations required by the FCC to provide the Licensed Operations and approved expansions thereto. With Motorola's assistance, Licensee shall also be responsible for complying with the FCC Rules and with the rules and regulations of any federal, state or local regulatory agency with jurisdiction over Licensee and the Licensed Operations. Licensee shall provide notice to Motorola of any FCC correspondence or inquiries on matters that relate to the Licenses, the Licensed Operations, or System within ten (10) days of Licensee's receipt of same.

**4.4 Compliance.** Motorola shall be responsible for assuring that all work performed and required of Motorola, as set forth under this Agreement shall be in substantial compliance with all applicable laws and FCC Rules. Similarly, Licensee agrees to comply with all applicable laws and FCC Rules.

**4.5 Agreement.** In the event that the FCC determines that any provision of this Agreement, or the relationship between Motorola and Licensee created hereby, violates any applicable FCC Rules, the parties hereto shall immediately make good faith and diligent efforts to bring this Agreement or such relationship into compliance with

such FCC Rules, and any applicable FCC order relating thereto, subject to the provisions of Section 13.10 hereof.

## 5. USER FEES

Motorola shall assess initial fees for Users of the System ("User Fees") according to the rate schedule attached as Attachment A to the current form of User Agreement. Motorola may revise User fees from time to time as provided in the applicable User Agreement. All User Fees will be paid directly to Motorola by the Users, pursuant to agreements between Motorola and each User of the System.

## 6. MANAGEMENT FEE

Motorola shall be entitled to a fee for management of the Licensed Operations (the "Management Fee") equal to the excess of total gross revenues of the System less all Expenses (as defined in Section 2.4) paid or incurred by Motorola on behalf of or otherwise allocated to the System and/or the Licensed Operations during the term of the Agreement.

## 7. TERM; RENEWAL

**7.1 Term; Renewal.** Except as provided in Sections 7.2 and 7.3 hereof, the term of this Agreement shall commence upon the Effective Date and shall terminate (the "Termination Date") upon the latest to occur of (a) seven (7) years from the date of final system acceptance by the State of Illinois ("Initial Term"); or (b) the last day of any Renewal Period (hereinafter defined). Unless Motorola notifies Licensee of its intent not to renew this Agreement in writing at least ninety (90) days prior to the end of the Initial Term, this Agreement shall renew automatically ("Automatic Renewal") on the same terms and conditions set forth herein unless otherwise amended by the parties hereto, for an additional three (3) year period ("Renewal Period").

### **7.2 Termination by Breach.**

(a) In the event of material breach of the Agreement by Motorola, and Motorola's failure to cure the breach within ninety (90) days of Motorola's receipt of written notice from Licensee regarding such breach, Licensee may elect to terminate the Agreement. Such termination will be effective 30 days after Motorola's receipt of a second written notice from Licensee expressing its intent to terminate the Agreement.

(b) In the event of (a) material breach of the Agreement by Licensee, and Licensee's failure to cure the breach within ninety (90) days of Licensee's receipt of written notice from Motorola regarding such breach or (b) Licensee defaults under a User Agreement or similar agreement whereby Licensee contracts with Motorola for service on the Wide-Area Network or access to certain parts of the Wide-Area Network and such default continues beyond any applicable cure period, Motorola may elect to terminate the



Agreement. Such termination will be effective 30 days after Licensee's receipt of a second written notice from Motorola expressing its intent to terminate the Agreement.

**7.3 Use of Licensed Operations.** It is understood and agreed that upon termination of this Agreement, Motorola shall have no further right to manage the Licensed Operations. Motorola shall execute and/or file any document or instrument necessary to evidence such termination.

## **8. REPRESENTATIONS; WARRANTIES; COVENANTS**

**8.1 Licensee.** Licensee represents and warrants that it: (a) is the duly authorized licensee of the FCC Licenses in Attachment A (the "Licenses") and is duly qualified under all laws, rules and regulations to hold such Licenses, (b) is the sole owner and real-party-in-interest of the Licenses and that no other party has an interest of any kind in such Licenses, (c) has the requisite authority and/or capacity, as applicable, to perform its undertakings pursuant to this Agreement, (d) is familiar with the applicable rules and regulations of the FCC, including without limitation those requiring that a licensee retain control of its licenses, (e) is aware of no impediment to the performance of its undertakings hereunder, and (f) shall maintain the Licenses in full force and effect and as part of the System for the full term of this Agreement. Licensee further represents that the Licensed Operations for the Licenses, as currently being provided, are consistent with the Licenses and are fully compliant with the applicable laws and FCC Rules.

**8.2 Motorola.** Motorola represents that it: (a) is a corporation organized and existing under the laws of the State of Delaware and is duly authorized and in good standing under the laws of the State of Illinois; (b) has the requisite authority to perform its undertakings pursuant to this Agreement; and (c) is familiar with the applicable FCC Rules and is aware of no impediment to the performance of its undertakings hereunder.

## **9. INDEMNIFICATION**

**9.1 Licensee.** Licensee agrees to defend, indemnify and hold Motorola and Motorola's employees, agents and principals free and harmless from and against all claims, liabilities, judgments, damages, costs and expenses, including reasonable attorneys' fees arising from or relating to this Agreement, the System or the Licensed Operations to the extent caused by the negligence or willful misconduct of Licensee, its employees, agents or representatives. Notwithstanding anything to the contrary herein, the provisions of this Section 9.1 shall survive the termination of this Agreement for a period of two (2) years.

**9.2 Motorola.** Motorola agrees to defend, indemnify and hold Licensee and Licensee's employees, agents and principals free and harmless from and against all claims, liabilities, judgments, damages, costs and expenses, including reasonable attorneys' fees arising from or relating to this Agreement, the System or the Licensed Operations to the extent caused by the negligence or willful misconduct of Motorola, its employees, agents or representatives. Notwithstanding anything to the contrary herein,

the provisions of this Section 9.2 shall survive the termination of this Agreement for a period of two (2) years.

## **10. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY WAIVES THE RIGHT TO RECOVER INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES, AND EXCEPT FOR PERSONAL INJURY OR DEATH, EACH PARTY'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION OR OTHERWISE, WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED \$100,000.

## **11. OTHER INTERESTS AND CONFLICTS**

Motorola and its affiliates may engage in, or possess an interest in, other business ventures of any nature or description, independently or with others, whether currently existing or hereafter created, including the acquisition, construction, management, operations and sale of 700 and 800 MHz systems, and Licensee shall not have any rights in or to such independent ventures or the income or profits derived therefrom.

## **12. FORCE MAJEURE**

No party hereto shall be liable for delays in performance, or for failure to perform, due to: acts of God, acts of a public enemy, acts or failures to act on the part of any other party, acts by civil or military authority, governmental priorities, strikes or other labor disturbances; earthquakes, fires, floods, epidemics, embargoes, war or riot, and loss or damage beyond the reasonable control of either party.

## **13. MISCELLANEOUS**

**13.1 Survival.** All of the representations, warranties and covenants of the parties hereto contained in this Agreement and in any exhibit shall survive for a period of two (2) years after this Agreement is terminated.

**13.2 No Third Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person other than the parties hereto.

**13.3 Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, that may have related in any way to the subject matter hereof.

13.4 Succession. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original and all of which together will constitute one and the same instrument. This Agreement shall be binding upon the transmission by facsimile by each party of a signed signature page thereof to the other party. If such transmission occurs, the parties hereto shall each also immediately post, by overnight courier, a fully executed counterpart of the Agreement to the other party.

13.6 Headings; Construction. The section headings contained in this Agreement are inserted for reference and convenience purposes only and shall not affect in any way the meaning or interpretation of this Agreement nor be deemed to constitute a part hereof. This Agreement has been fully reviewed and negotiated by the parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party or its counsel drafted or controlled the drafting of the provisions being interpreted.

13.7 Notices. All notices, requests, demands, communications or information which are required to be or may be given under or in connection with this Agreement shall be in writing and shall be deemed given when delivered personally or by facsimile copy (with transmission confirmed), or upon receipt (or on the date rejected or returned if not accepted) after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, or by reputable overnight courier directed to the party to whom the same is so given or made at the address or facsimile number of such party as hereinafter set forth or such other address or facsimile number as the parties hereto may hereinafter designate:

To Motorola:

System Manager, STARCOM21  
Motorola, Inc.  
1309 E. Algonquin Road  
Schaumburg, IL 60196

To Licensee:

County Administrator  
McLean County  
115 E. Washington Street  
P.O. Box 2400  
Bloomington, IL 61702-2400

13.8 Governing Law. This Agreement, its validity and all rights, obligations, liabilities and responsibilities of the parties hereto, shall be governed and interpreted in accordance with the laws of the State Illinois and the FCC Rules. All claims, disputes,

and other matters in question between Motorola and Licensee arising out of or relating to this Agreement, or breach thereof, shall be decided in Illinois.

**13.9 Amendments.** No amendment of any provision of this Agreement shall be valid unless the same shall be an instrument in writing and signed by Motorola and Licensee.

**13.10 Severability.** Any term or provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement that is or shall be deemed invalid or unenforceable in any situation in any jurisdiction shall be ineffective to the extent of such invalidity only and stricken as though never written, without in any way affecting the validity or enforceability of the remaining terms and provisions in any other situation or in any other jurisdiction; provided that if the remaining parts materially alter the benefits of the Agreement for either party, the parties shall use their best efforts to promptly modify the terms of this Agreement in order to achieve the intended result while maintaining compliance with the law.

**13.11 Other Expenses.** Motorola and Licensee each will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. Motorola and Licensee shall each be responsible for any broker fees incurred by them in connection with transactions contemplated hereby. To the extent that a party may have any liability to a broker or any other liability, that liability should be and remains the sole liability of that party and that party shall indemnify and hold harmless the other party from any liability related to such broker.

**13.12 Specific Performance.** Each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in Illinois, in addition to any other remedy to which it may be entitled, at law or in equity.

**13.13 Waivers.** No action or inaction taken at any time pursuant to this Agreement, including the failure to require performance of any obligation provided for in this Agreement or any investigation by or on behalf of either party, shall in any way affect the right to require such performance at any time thereafter or be deemed to constitute a waiver by the party taking or not taking such action of compliance with any representation, warranty, covenant or agreement contained herein and/or in any exhibit. The waiver by either party hereto of any default, misrepresentation or breach of any provision of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other such provision or constitute a waiver of the responsibility or obligation itself.

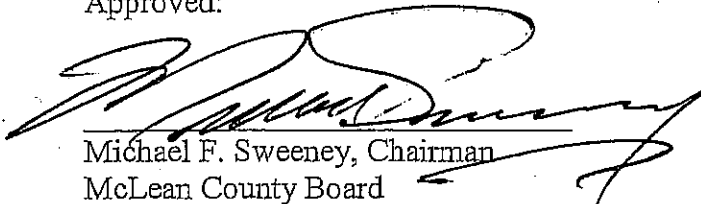
13.14 Assignment. The rights and obligations of Licensee under this Agreement shall not be assignable without the written consent of Motorola, which consent shall not be unreasonably withheld. Similarly, the rights and obligations of Motorola under this Agreement shall not be assignable by Motorola without the written consent of Licensee, which consent shall not be unreasonably withheld. However, Motorola may assign such rights and obligations hereunder to any affiliate without Licensee's consent.

13.15 Dispute Resolution. Motorola and Licensee shall attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in the spirit of mutual friendship and cooperation. If such attempts fail, then the dispute shall first be submitted to a mutually-acceptable neutral advisor for mediation, fact-finding or other form of alternate dispute resolution. Neither of the parties may unreasonably withhold acceptance of such an advisor, and his or her selection will be made within forty-five (45) days after notice by the other party demanding such mediation. The cost of such mediation or any other alternate dispute resolution agreed upon by both parties shall be shared equally by Motorola and Licensee. Any dispute which cannot be so resolved between the parties within one hundred eighty (180) days of the date of the initial demand by either party for such mediation shall be finally determined by the courts. The use of such a procedure shall not be construed to affect adversely the rights of either party under the doctrines of laches, waiver or estoppel. Nothing in this paragraph shall prevent either party from resorting to judicial proceedings if: (A) good faith efforts to resolve a dispute under these procedures have been unsuccessful; or (B) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

13.16 Cooperation. Each of the parties hereto shall cooperate with the others and take such steps and execute such documents as may be necessary from time to time to effectuate the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the Effective Date.

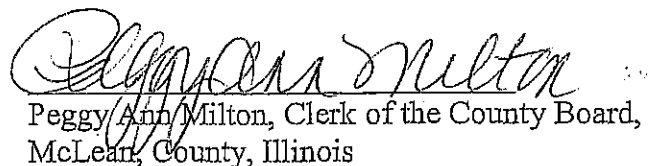
Approved:

  
Michael F. Sweeney, Chairman  
McLean County Board

Date

12/20/05

Attest:

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

Date

12/20/05

**MOTOROLA, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

EXHIBIT E

STARCOM 21 USER AGREEMENT

## STARCOM21 USER AGREEMENT

THIS STARCOM21 USER AGREEMENT including all Attachments hereto (the "User Agreement") is made as of 12/20/2005 (the "Effective Date") by and between Motorola, Inc., a Delaware Corporation ("Motorola"), and McLean County, Illinois, a body corporate and politic, ("User") and the Licensees (hereinafter defined). No modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by each of the Parties hereto.

### Introduction

In 2001, Motorola and the State of Illinois ("State") entered into Master Contract #(TCVS1500), as amended January 15, 2005, hereinafter referred to as the "Master Contract" pursuant to which the State agreed to lease from Motorola, and Motorola agreed to build, own and operate, a statewide, trunked-digital voice radio network for the Illinois State Police ("ISP"). As part of that contract, the parties agreed that the network, commonly referred to as the STARCOM21 Network ("STARCOM21") had to have the capability of being expanded consistent with the Public Safety Wireless Network ("PSWN") for use by other federal, state and local agencies. The Master Contract is an indefinite quantity, non-exclusive master contract established for the use of the ISP and various other State agencies, universities, boards, authorities and commissions (collectively "State Users"), and is also established for the use of federal, county and local governmental agencies.

The Parties agree that the User Agreement shall be the vehicle that will be utilized to identify the terms and conditions that non-State Users will agree to in order to be able to access STARCOM21. Motorola is obligated in the Master Contract to provide certain levels of performance, and this User Agreement coordinates the rights and responsibilities of the parties in compliance with the Master Contract's performance requirements.

Pursuant to the Master Contract, Motorola is required, under the direction, guidance and oversight of the State, to supervise the day-to-day operations of STARCOM21 and maintain, and oversee, STARCOM21's performance, coverage, functionality, availability, and reliability requirements. Once additional governmental entities join STARCOM21, the State is required to establish an Oversight Committee. That Oversight Committee will govern the manner in which STARCOM21 is used by governmental entities. Finally, the State and Motorola are required to develop a joint STARCOM21 management, supervision, and reporting administration plan for STARCOM21.



Consistent with the foregoing, Motorola and User agree that in exchange for User being allowed access to STARCOM21, that McLean County and Motorola shall be governed by the terms of this User Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Motorola and User hereby covenant and agree as follows:

1. DEFINITIONS:

ISP: Illinois State Police. The ISP provides common communication channels to county and local law enforcement agencies including VHF frequencies known as "ISPERN" and "IREACH" and its inter-jurisdictional radio communications known as "HF-4". STARCOM21 will incorporate and supplement these frequencies by interfacing the frequencies to ISP dispatch consoles.

ISPERN: Illinois State Police Emergency Radio Network is a dedicated VHF high-band radio channel established in 1965 to provide interagency communications capability to municipal, county, State, and Federal law-enforcement agencies to facilitate coordination of operations, wide-area dissemination of criminal or traffic offense information, and officer safety, and shall be integrated with STARCOM21.

IREACH: Illinois Radio Emergency Assistance Channel is a dedicated radio channel, 155.055 MHz, used for coordination of official public-safety activities by State or local agencies, including police, fire, EMS, IEMA, highway maintenance and natural resources, and shall be integrated with STARCOM21.

STARCOM21: Statewide, leased, trunked, digital voice mobile radio system being made available to the State by Motorola in compliance with the features, statewide coverage requirements, system performance, grade of service and reliability and other requirements set forth in the STARCOM21 Master Contract between Motorola and the State. As part of the Master Contract, Motorola is required to deploy, install and commission an infrastructure comprised of at least 169 tower sites or other "high" repeater sites, outfitted with fixed radio and transport equipment. The infrastructure will utilize the radio trunking control protocol conforming to the Association of Public Safety Communications Officials ("APCO") Project 25 common air interface ("CAI")-standard. Subscriber services and user equipment must conform to APCO P25 standards for functionality, interoperability and construction.

## 2. ACCEPTANCE

This document, including the preceding clauses and any attachments, will become a contract when accepted in writing by an authorized employee of Motorola and an authorized signatory of the User. It is agreed that services will be provided only on the terms and conditions herein.

## 3. SERVICES AND USER FEES

3.1 User requests, and Motorola agrees to provide, the additional services at the fees detailed on Attachment A that are unique to User and that do not conflict or limit Motorola's ability to meet its obligations to the State under the Master Contract. User and Motorola understand and agree that User shall load on the system the radios specified in Attachment A pursuant to the schedule set forth in that attachment (User may load the specified radios onto the STARCOM21 Network in advance of the schedule with prior written approval of Motorola). The parties will execute Attachment A at the time this User Agreement is executed. Further, the parties may, from time to time, execute updated version(s) of Attachment A and in such event, the most recently executed version of Attachment A shall supersede all previously executed versions.

3.2 User understands and agrees that any and all programming of User equipment or other related expenses associated with the service provided to User under this User Agreement shall be the responsibility of and paid for by User. Any incompatibility resulting from equipment provided by User shall be at User's sole risk, responsibility and expense. Motorola agrees to take no action that would result in programming or reprogramming of User equipment prior to discussing such action with User.

3.3 User agrees that to be eligible for State pricing, they are limited to the functional capabilities of what STARCOM21 has to offer at the time of final system acceptance. User agrees that all terms and conditions of the Master Contract are applicable. In the event User cannot or is not willing to be limited to the functional capabilities of STARCOM21 or is unable or unwilling to accept the terms and conditions of the STARCOM21 Agreement, then it may enter into a separate agreement with Motorola which may include provision of additional services and enhancements to STARCOM21. Any such agreement between Motorola and the User will ensure that STARCOM21 is not adversely affected in accordance with all terms and conditions of the Master Contract and User specifically acknowledges that Motorola is managing STARCOM21 on behalf of the State of Illinois and is only authorized to provide access to non-State Users in accordance

09.29.05

with its obligations under the Master Contract. To the extent that any User authorizes Motorola to use its resources in connection with STARCOM21 (e.g. frequencies, towers, sites, etc.) all State Users shall be entitled to use such resources in connection with their use of STARCOM21. The provisions of this paragraph 3.3 are subject to the following requirements:

a. Any expansions of STARCOM21 to accommodate radio communication needs for authorized, non-State users cannot compromise or degrade STARCOM21's initial functionality and performance, service level (i.e. "Grade of Service"), availability, and radio coverage for existing State Users. Motorola will be required to provide State users access to any additional working channels or sites deployed to expand STARCOM21 at no additional cost to the State although Motorola will be entitled to give priority to non-State users on the frequencies those non-State users control.

b. Participating agencies that have patching requirements will need to have such requirements reviewed and approved by the Motorola System Manager and, if applicable, the Oversight Committee. Approval of additional patching is contingent on the impact that the patches will have on the Grade of Service for existing network users.

The use of vehicular repeaters on STARCOM21 is contingent on spectrum availability and will need to be reviewed by the Motorola System Manager and, if applicable, the Oversight Committee.

User further understands certain talk group prioritization of non-first responder public safety users may occur.

#### 4. REGULATORY ISSUES

4.1 It shall be the responsibility and obligation of User to seek all approvals including federal, state, county, municipal or other governmental authority having jurisdiction over User in order to enter into this User Agreement.

4.2 User understands that numerous entities, including, without limitation, public safety users and special emergency users, will utilize STARCOM21. Motorola agrees that it will not add users to STARCOM21 in a way that would be detrimental to User's use and enjoyment of the system.

4.3 User understands that pursuant to Federal Communications Commission (FCC) rules, only certain entities are qualified to utilize STARCOM21. User represents and warrants that it will meet all FCC eligibility requirements to utilize STARCOM21 during the term of this User Agreement. User represents, warrants and covenants on the date hereof and throughout the term of this User Agreement that it is, and will remain, qualified to utilize STARCOM21 and that it meets, and will continue to meet, all such FCC eligibility requirements. If for any reason User finds that it is not in compliance with FCC regulations, it shall immediately notify Motorola in writing, (but under no circumstances exceeding 14 days) and outline a course of action to come into compliance within a reasonable period of time. Motorola shall acknowledge receipt of such compliance issue and agrees to assist User to abate the non-compliance issue.

4.4 User understands and acknowledges that some or all of the licenses pursuant to which STARCOM21 operates are held by other agencies, who are also Licensees. For purposes of this User Agreement, a Licensee is defined as a qualified agency that owns its own frequencies and agrees to allow those frequencies to be utilized on STARCOM21 by STARCOM21 participants. User acknowledges that all shared transmitter use must be subject to Licensees' control. User understands there may be significant consequences to Motorola and other STARCOM21 Users should access to and use of such transmitters be unreasonably withheld by a Licensee.

4.5 User understands that Motorola and/or the Licensees can discontinue service, remove one or more licenses from STARCOM21, or take any other steps that they reasonably believe are in the best interests of STARCOM21 or that may be necessary to comply with any federal, state, or local law, order, or directive. Any such action shall not give rise to any claim on the part of User against Motorola or the Licensees unless said action has a detrimental effect on the User. Motorola shall provide written notice to User of any action under this paragraph no less than 90 days prior to taking such action unless otherwise required by law.

## 5. TERM

Unless otherwise provided in Attachment A, this User Agreement will remain in full force and effect for a period of one (1) year from the Effective Date. After such one (1) year period, it shall automatically renew for additional one (1) year periods unless either party notifies the other party in writing of its intent not to renew at least ninety (90) days prior to the end of the then current term.

In the event any frequency authorization held by User, Motorola, or any other Licensee under which STARCOM21 operates is revoked by the FCC, then Motorola may elect to terminate this User Agreement without any liability to Motorola or the Licensees, upon written notification from Motorola to User.

## 6. ASSIGNMENT SUBCONTRACT

User may not assign its rights or delegate its duties hereunder in whole or in part without the express written consent of Motorola. Motorola may assign its rights, delegate or subcontract its duties hereunder in whole or in part consistent with Motorola's obligations under the Master Contract, provided that written notice is given to User no less than 90 days prior to assignment

## 7. ADDITIONAL UNITS

If User is not in default, then at any time during the term of this User Agreement or any renewal period hereof, service will be provided for additional radios ordered by the User, up to the total number of additional radios specified in Attachment A, and according to the terms of Attachment A.

## 8. COVENANTS OF USER

User agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC, and (b) to operate its radios and any related equipment so as not to cause undue interference with any other users using STARCOM21. Motorola reserves the right to temporarily suspend service to specific radio users subsequent to notification of the User due to harmful interference or disruptive radio use created by such individual User. User recognizes that

applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, Motorola may propose modifications to this User Agreement to comply with any such changes in FCC requirements, and User shall not unreasonably withhold approval of such changes.

## 9. COVERAGE

9.1 STARCOM21 coverage prediction is based on the knowledge of the propagation of radio signals, and the ways in which they are attenuated as they travel through the atmosphere, over terrain, through trees, around buildings, and around various obstacles. Predicted coverage is dependent on many factors including the following: (1) transmitter power; (2) receiver sensitivity; (3) antenna gains; (4) transmission line loss; (5) antenna height; (6) noise; (7) tree density; (8) buildings; (9) terrain variations; and (10) atmospheric conditions. Coverage is also dependent on User factors including: (1) antenna type and location; (2) radio programming; (3) battery condition of portables; (4) maintenance of the radio and (5) firmware version.

9.2 User acknowledges that one hundred percent (100%) coverage of any area at all times is improbable. Testing and experience with actual field conditions indicate adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt service at any time. Such events are beyond the reasonable control of Motorola and the Licensees. Other causes beyond the reasonable control of Motorola and the Licensees include but are not limited to motor ignition and other electrical noise that could be minimized by corrective devices at User's expense.

## 10. DEFAULT AND REMEDIES

10.1 If (a) User fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by Motorola to User or (b) User defaults under a System Management Agreement or similar agreement whereby User contracts with Motorola for management services for User's FCC license(s) in conjunction with STARCOM21 and such default continues beyond any applicable cure period, then the User shall be deemed in default under this User Agreement.

10.2 In the event of default hereunder, Motorola has the right, at its option, to immediately terminate this User Agreement, retain all payments made hereunder,

deny User any service provided by the radio system or systems identified herein, and impose a separate charge for disconnect and a separate charge for reconnect expenses, each in an amount reasonably determined by Motorola. If disconnect takes place, User may also be subjected to additional costs for reprogramming its equipment in an amount reasonably determined by Motorola. Each and all of the rights and remedies of Motorola hereunder are cumulative to, and not in lieu of, each and every other such right and remedy and every other right and remedy afforded by law and equity. In the event that Motorola determines that it is necessary to exercise the rights above, then Motorola will provide User written notice of its intention to exercise such right and provide 90 days notice prior to the exercise of such right.

## 11. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES

11.1 WITH RESPECT TO ANY EQUIPMENT WHICH MAY BE USED CONSISTENT WITH THIS USER AGREEMENT TO ACCESS THE STARCOM21 SYSTEM, MOTOROLA HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH SUCH EQUIPMENT (WHETHER PURCHASED OR LEASED BY USER FROM MOTOROLA OR FROM A THIRD PARTY), INCLUDING BUT NOT LIMITED TO, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF SUITABILITY, DURABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

## 12. INTERRUPTION OF SERVICE; FORCE MAJEURE

Notwithstanding any other provision of this User Agreement, neither Motorola nor the Licensees shall be liable to User or any other person for any loss or damage, regardless of cause, for interruption or loss of radio service except as described in Section 13 hereof. Motorola and the Licensees do not assume and shall have no liability under this User Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of Motorola and/or the Licensees or their agents, employees or contractors, including without limitation, matters listed in Section 8, acts of God, acts of a public enemy, acts or failures to act on the part of any third party, acts by civil or military authority, governmental priorities, strikes or other labor disturbances; earthquakes, fires, floods, epidemics, embargoes, war or riot. In the event of any failure or delay attributable to the fault of Motorola, the Licensees or their agents, employees or contractors, User's sole remedy shall be limited as is more fully described in Section 13 below.

### 13. LIMITATIONS OF LIABILITY; INDEMNIFICATION

13.1 User acknowledges that the radio service provided hereunder uses radio channels to transmit voice and data communications and that the service may not be completely private. Motorola shall not be liable to User for any claims, loss, damages or cost that may result from lack of privacy on STARCOM21.

13.2 Motorola shall not be liable for any damage, accident, injury or the like occasioned by the use of the radio service or the presence of equipment, including 700 or 800 MHz radio handsets and other devices, facsimile units, and ancillary equipment of User and/or Motorola, except as provided herein.

13.3 Motorola shall not be liable for any defacement or damage to User's motor vehicle(s) or any personal or real property resulting from the presence of 700 or 800 MHz radio and ancillary equipment.

13.4 The liability of Motorola in connection with the service provided is subject to the foregoing limitations and Motorola and the Licensees make no warranties of any kind, expressed or implied, as to the provision of such service.

13.5 User acknowledges and agrees that neither Motorola or the Licensees shall have any liability or obligation to user under this User Agreement, for losses or damages of any kind related to such equipment, including without limitation, personal injury or death, losses or damages in either contract or tort, special, incidental, or consequential damages of any kind, including loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind, whether or not caused by Motorola's or the Licensee's negligence, to the full extent same may be disclaimed by law.

13.6 Except for Personal Injury, Death or Property Damage caused by the negligent acts or omissions, gross negligence or reckless misconduct by either party arising from this User Agreement, the parties agree that in no event shall their liability to the other in this agreement exceed the total value of the User fees and services identified in Attachment A. User does not waive any of its protection under the Local Government and Governmental Employees Tort Immunity Act.



13.7 Nothing contained in Section 13 is intended to supersede or conflict with any provisions contained in any applicable agreements between Motorola and User as such agreements relate to equipment that will be utilized by user in connection with STARCOM21.

#### 14. NOTICES

Any notice or demand required or permitted to be given or made hereunder shall be given or made by certified or registered mail to the addresses shown immediately below the signature of the parties signatory to this Agreement.

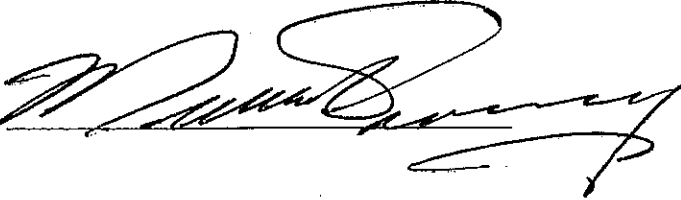
#### 15. WAIVER

Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

#### 16. GENERAL

In the event of a conflict between the obligations of Motorola to the User under this User Agreement and the obligations of Motorola to the State under the Master Contract, the obligations of Motorola to the State will take precedence over those to User hereunder. No revision of this User Agreement, including any attachments hereto, shall be valid unless made in writing and signed by an authorized employee of Motorola, as system manager, and an authorized agent of User. This User Agreement constitutes the entire agreement of the parties and shall supersede all prior offers, proposals, negotiations and agreements, except where incorporated into or referenced by this Agreement. If any provision of this User Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this User Agreement shall not be affected thereby. This User Agreement is exclusively for the benefit of the parties hereto and shall, under no circumstances, be deemed to benefit any other party whatsoever. This User Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

FOR: McLean County

By: 

Title: CHAIRMAN

Date: 10/20/05

Address: Room 401  
115 West Washington St.  
Bloomington, IL 62701

FOR: MOTOROLA, INC., a Delaware Corporation

By: \_\_\_\_\_

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

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

Address: System Manager, STARCOM21  
Motorola, Inc.  
1309 E. Algonquin Road  
Schaumburg, IL 60196

Approved as to form:

By: \_\_\_\_\_

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

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

Approved as to form:

By: \_\_\_\_\_

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

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

## ATTACHMENT A

**THIS ATTACHMENT A to the STARCOM21 USER AGREEMENT** entered into by and between **Motorola, Inc.**, through its Government Enterprise Mobility Solutions business ("**Motorola**"), a Delaware corporation, and **McLean County, Illinois**, a body corporate and politic ("**User**") is initially executed at the same time and is effective on the same date as the terms of the User Agreement. In the event of a conflict between the terms of Attachment A and the User Agreement, the terms of Attachment A shall control, except for the provisions of Sections 10, 11, 12 and 13 which shall always control unless specifically amended by the parties. Further, the parties may, from time to time, execute updated version(s) of Attachment A and in such event; the most recently executed version of Attachment A shall supersede all previously executed versions.

### **Initial Implementation Phase Proposal**

Motorola recognizes User's immediate need for access to enhanced communications. Although full statewide deployment of STARCOM21 will not be complete until late in 2006, the sites affecting coverage in McLean County will be operational no later than December 31, 2005. Motorola agrees to grant User access to STARCOM21 prior to system completion, subject to the following terms and conditions:

- Recognition that the User sites are part of the statewide STARCOM21 network and that sites outside the Mclean County coverage area will phased in by the end of 2006. As a result, User's sites may need to be periodically taken off the air for purposes of integrating and optimizing new sites on the network. Recognizing the critical nature of public safety communications, any such instances will be communicated in advance and scheduled to minimize impact to Users. Subject to coverage limitations, Users will be able to maintain the ability to communicate for public safety purposes, and temporary loss of some features and functionality during any such outages will not impede public safety needs and requirements.

Upon final acceptance of the User's portion of STARCOM21, Motorola will provide operations and support on the User's sites as set forth in this Attachment A.

No modification, amendment or waiver of any provision of this Attachment shall be effective unless approved in writing by each of the parties hereto. This agreement is subject to the STARCOM21 TCVS1500 Master Contract by and between Motorola, Inc. and the State of Illinois (State Contract No. CMCT200028).

### **Fees**

User shall be invoiced annually for a Management Services Fee, which is calculated in part based on McLean County's agreement to become a pre-STARCOM21 system acceptance "Alliance Partner." As an Alliance Partner, McLean County agrees to cooperate with Motorola in demonstrating system performance to other prospective agency users. Motorola agrees that

any demonstrations or agency visits are subject to McLean County's availability and cannot interfere with the day to day operations of McLean County Users.

The Management Services Fee ("Annual Fee") shall be \$80,000 for the period from July 1, 2006 through December 31, 2006 for up to 350 radios and shall be payable on July 1, 2006.

For the period from January 1, 2007 through December 31, 2007, the Management Services Fee shall be \$160,000 per year for up to 350 radios until statewide roaming is fully operational and available to McLean County. If statewide roaming becomes available during 2007, the Management Services Fee shall be \$180,000 per year for up to 350 radios, beginning with the first day of the month after the month in which statewide roaming becomes available and continuing for twelve months thereafter. Annual Fees shall become due and payable on the January 1 of the 12 month period for which services are to be provided.

For the period from January 1, 2008 through December 31, 2008, or twelve months after statewide roaming becomes operational and available to McLean County, whichever comes later, the Management Services Fee shall be \$185,000 per year for up to 350 radios. Beginning January 1, 2009 and every year thereafter until December 31, 2015, and subject to the Master Contract's applicable term limitations, the Management Services Fee shall be \$185,000 per year for up to 350 radios, providing statewide roaming is fully operational and available to McLean County.

At any time during the period of this Agreement, if the total number of subscriber units utilized by McLean County exceeds 350, but does not exceed 400, the Annual Fee in effect at that time shall be increased by \$560.00 for each added unit. If a unit is added during the first ninety days of the calendar year, the increase will be effective as of July 1<sup>st</sup> of the same year. If a unit is added at any time after the first ninety days of the calendar year, the increase will be effective as of January 1<sup>st</sup> of the year following the year during which the unit was added.

At any time during the period of this Agreement, if the number of McLean County subscriber units added causes the total number of subscriber units to exceed 400, the Management Services Fee in place at that time shall remain unchanged, and the additional fees for additional units in excess of 400 shall be negotiated by the parties.

The Annual Fee is calculated in part based on consideration of the frequencies and base station equipment being provided by McLean County to expand STARCOM21 system capacity. McLean County has agreed to purchase the hardware and provide frequencies to add a total of eight (8) channels to the system as follows:

- 4 Channels at the Watterson Towers Site
- 2 Channels at the Congerville Site
- 2 Channels at the Sibley Site

The addition of the second channel at the Congerville site may not be required to meet the grade of service required by the STARCOM21 Master Contract. If, after full STARCOM21 acceptance, Motorola determines that the additional channel is not required, Motorola will take back the associated base station equipment and provide Mclean County with Motorola manufactured equipment and/or services equivalent to the purchase value.

This User Agreement will remain in full force and effect for a period of one (1) year from the Effective Date. After such one (1) year period, it shall automatically renew for nine additional one (1) year periods (subject to the Master Contract limitations) unless either party notifies the other party in writing of its intent not to renew at least ninety (90) days prior to the end of the then current term.

### **STARCOM21 System Management Services**

By entering into this User Agreement, McLean County will receive the following services:

- Access to STARCOM21 with Statewide roaming ability as such ability becomes available.
- System Management Services as described below.
- A patch to the Bloomington Police Department system.
- On-site and Depot maintenance on eight (8) transmitters.
- On-Site and Depot maintenance on nine (9) console positions.
- Remote Site connectivity (excluding Consoles).
- There shall be no airtime charges (i.e., roaming) assessed against the County.
- Console Maintenance
  - 24x7 console hardware maintenance is included in the above referenced annual fee.
  - Motorola will not provide the software upgrades for consoles.
  - Motorola will not provide installation of hardware upgrades.

Motorola is obligated to perform the following services under the Master Contract including local and centralized support, fault management, hardware repair, and software refresh on infrastructure as set forth in the Master Contract:

- Shared Access, Maintenance, and System Upgrades of the Master Site – MSO (Zone Controller) (also referred to in the Buildout Services Agreement and in this agreement as the trunk system controller).
- 24x7 Maintenance of the RF Site infrastructure.
  - On-site Response
  - Depot Repair
  - Remote Monitoring
  - HVAC Maintenance (of STARCOM21 sites)
  - Generator, Battery, UPS Maintenance (of STARCOM21 sites)
  - Generator Fuel
  - Antenna System Maintenance
- T1 leased line – Site Connectivity
  - As part of the Management Services Fee, Motorola will provide connectivity to the STARCOM21 sites.
- T1 leased line – Console Connectivity

- The cost of the link to the Master Site from the McLean County Console is not included in this proposal.
- **Subscriber Maintenance**
  - Subscriber hardware and software maintenance is not included in the above referenced annual fee.
- **Software Maintenance**
  - Motorola will provide software updates as part of the annual fee. These will include updating software on the MSO and remote site equipment. Motorola will provide hardware upgrades as required to the MSO but will not be responsible for any hardware upgrades that may be required to the McLean owned infrastructure or subscriber units.
  - Motorola agrees not to make any software or hardware changes to the MSO which would require upgrades to the McLean County infrastructure without sufficient advance notification to McLean County.

### **STARCOM21 Operations**

- Motorola is required under the Master Contract to provide the staffing and process to deliver optimal system availability and facilitate fast restoration of network outages. Motorola's management responsibilities to the State of Illinois and the User include:
  - Proactive monitoring 7 days a week, 24 hours a day, 365 days a year
  - Two hour response time for severity "one" outages
  - Dispatching of field service technicians
  - Remote Diagnostic Capability
  - Configuration Management
  - Performance Management and Reporting
  - Security Management
  - Database Administration and Disaster Recovery
  - Scheduled Preventive Maintenance
- The Motorola STARCOM21 System Manager is responsible for network optimization, system availability, and management of day-to-day network operations. The System Manager will be the single point of contact for McLean County and will meet as required to discuss network performance, report on system issues and network activity.
- Motorola will provide continuous monitoring of the McLean sites. Motorola will utilize network-monitoring tools to collect performance data. The tools utilized will provide continuous system supervision and send automated alarms advising the status of any event or fault detection that may impact system performance. The Motorola System Management Team is responsible for providing continuous 7x24x365 monitoring of the McLean County sites. Upon detection of any fault condition, Motorola will initiate diagnostic routines and dispatch field technicians as needed. Case numbers will be assigned to failure events. Case histories and activity reports will be produced and reviewed monthly with McLean County.
- Motorola will provide maintenance and restoration services that minimize site or component downtime. Services will include scheduled preventive maintenance, emergency

on-site repair, module exchange, and call management and escalation for network outages. Motorola will utilize a time driven escalation process to monitor response and restore times. All open issues will be managed to resolution with positive verification and call closure by the Call Center staff.

- Motorola will provide day-to-day management of the STARCOM21 network configuration. Motorola will manage the configuration and operational parameters of logical and physical devices, such as sites, talk groups, repeaters, site controllers, radio profiles, and radio user profiles used within the system. Infrastructure management will be primarily performed through the Zone and Network Manager Terminals located at the MSO. McLean will have total control of their site configuration but will need to direct change requests to Motorola. Motorola reserves the right to reject any change request if Motorola believes that such change will adversely affect its Grade of Service contractual requirements.
- Motorola will sponsor a user group that will be open to all agencies that execute User Agreements to access the STARCOM21 Network. The user group will meet on a periodic basis to address user issues, convey system information including performance reports and to provide input to the STARCOM21 Oversight Committee. The user group will be managed by an advisory board that will plan meeting agendas, provide advice and consultation to the Motorola System Manager and provide a focal point for User input. As an Alliance Partner, McLean County will be entitled to a permanent seat on the User Group Advisory Board.
- Database Security/Backups - Motorola will develop a database backup plan that meets industry standards for database administration. This plan will include the daily/weekly/monthly backup schedule and types of storage medium.

McLean County will be able to roam the STARCOM21 Network on a statewide basis, at no cost, but subject to the number of channels licensed in any given area and the number of users that rely on those sites for their primary communications. Motorola reserves the right to restrict access to selected sites outside of McLean County or ask McLean County to deploy additional channels for users that consistently roam outside their usual operational area. The decision would be based on channel activity, local demand, and grade of service impact. Statewide roaming will be in effect after the complete deployment of all 187 sites of STARCOM21 and system acceptance by the state.

### **Indemnification**

User hereby agrees to indemnify and hold Motorola harmless against claims for libel, slander, infringement or copyright from the material, in any form, transmitted over the radio system by User or those using User's equipment; against claims for infringement of patents arising from, combining or using apparatus or systems of the User with the facilities of Motorola or any carrier; and against all other claims arising out of any act or omission of User in connection with the facilities or service provided by Motorola and/or the Licensees. Motorola hereby agrees to indemnify and hold User harmless against claims for libel, slander, infringement or copyright from the material, in any form, transmitted over the radio system by User or those using User's equipment; against claims for infringement of

09.29.05



patents arising from, combining or using apparatus or systems of the User with the facilities of Motorola or any carrier; and against all other claims arising out of any act or omission of User in connection with the facilities or service provided by Motorola and/or the Licensees.

User agrees to release, defend, indemnify and hold harmless Motorola, as well as their officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including, legal and attorney fees, of any nature arising directly or indirectly out of this User Agreement including Attachment A and including, without limitation, claims for personal injury or wrongful death to User or other users of the equipment, products or services provided by Motorola or used in conjunction with such equipment, products or services and arising out of the manufacture, purchase, operation, conditions, maintenance, installation, return or use of the equipment or service arising by operation of law, whether the claim is based in whole or in part on negligent acts or omissions of Motorola, and/or their Licensees, or their agents, employees or contractors. Motorola agrees to release, defend, indemnify and hold harmless User, as well as their officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including, legal and attorney fees, of any nature arising directly or indirectly out of this User Agreement including Attachment A and including, without limitation, claims for personal injury or wrongful death to User or other users of the equipment, products or services provided by Motorola or used in conjunction with such equipment, products or services and arising out of the manufacture, purchase, operation, conditions, maintenance, installation, return or use of the equipment or service arising by operation of law, whether the claim is based in whole or in part on negligent acts or omissions of User, and/or their Licensees, or their agents, employees or contractors.

FOR: McLean County

By: 

Title: CHAIRMAN

Date: 12/20/05

Address: Room 401  
115 West Washington St.  
Bloomington, IL 62701

FOR: MOTOROLA, INC., a Delaware Corporation

By: \_\_\_\_\_

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

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

Address: System Manager, STARCOM21  
Motorola, Inc.  
1309 E. Algonquin Road  
Schaumburg, IL 60196

Approved as to form:

By: \_\_\_\_\_

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

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

Approved as to form:

By: \_\_\_\_\_

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

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

**EXHIBIT F**  
**SCHEDULE OF PAYMENTS**

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## PAYMENT SCHEDULE & TERMS

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### INFRASTRUCTURE AND SUBSCRIBER EQUIPMENT

The total contract price is \$2,815,717.00. This includes Infrastructure and Subscriber costs. McLean County agrees to authorize payments to enable St. Clair County as the paying agent for the federal interoperable radio grant to make payments within twenty-five (25) days after the date of invoices that are submitted by Motorola and approved by McLean County for payment according to the terms and conditions specified in the purchase orders relating to each invoice.

Overdue invoices will bear interest at a rate of 10% simple interest per annum, unless such rate exceeds the maximum allowed by law, in which case it shall be reduced to the maximum allowable rate.

### TERMS AND CONDITIONS

Here is a brief summary of key terms and conditions.

- ❖ **Warranty:** Motorola is providing a 1-year parts and labor warranty from beneficial use on Consoles and Vehicular Repeaters. Motorola is also providing a 3-year warranty on mobiles and portables. Motorola is responsible for the warranty on the STARCOM21 trunked repeaters.
- ❖ **Proposal Validity:** This proposal and prices within are valid through May 28, 2004.
- ❖ **Freight:** No additional cost will be charged for freight.
- ❖ **Taxes:** Motorola understands that McLean County is tax-exempt
- ❖ **Remaining Terms and Conditions** are in Section 9.

**EXHIBIT G**

**SOFTWARE LICENSE AGREEMENT**

## Software License Agreement

In this Exhibit A, the term "Licensor" means Motorola, Inc., ("Motorola") or Printrak International, Incorporated, a Motorola company ("Printrak"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached; and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

### Section 1 SCOPE

Licensor will provide proprietary software and/or radio communications, computer, or other electronic products ("Products") containing embedded or pre-loaded proprietary software to Licensee. "Software" means such proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works thereof; such software may contain one or more items of software owned by a third party supplier ("Third Party Software"). Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." This Agreement contains the terms and conditions pursuant to which Licensor will license to Licensee, and Licensee may use, the Software and Documentation.

### Section 2 GRANT OF LICENSE

Subject to Section 1, Licensor hereby grants to Licensee a personal, non-transferable (except as permitted in Section 8 below), limited, and non-exclusive license under Licensor's applicable proprietary rights to use the Software and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license does not grant any rights to source code.

If the Software is or includes Integration Framework, Customer Service Request ("CSR"), or Cityworks software, such Software is licensed pursuant to this Agreement plus a separate document entitled "Software License Agreement Rider for Integration Framework, Customer Service Request, or Cityworks Software" (which document is incorporated by this reference and is either attached to this Agreement or will be provided upon Licensee's request).

### Section 3 LIMITATIONS ON USE

3.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Licensee may not for any reason modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, distribute, or export any Software or permit or encourage any third party to do so, except that Licensee may make one copy of Software provided by Licensor to be used solely for archival, back-up, or disaster recovery purposes. Licensee must reproduce all copyright and trademark notices on all copies of the Software and Documentation.

3.2. Licensee may not copy onto or transfer Software installed in one Product device onto another device. Notwithstanding the preceding sentence, Licensee may temporarily transfer Software installed on one device onto another if the original device is inoperable or malfunctioning, provided that Licensee provides written notice to Licensor of such temporary transfer and such temporary transfer is discontinued when the original device is returned to operation. Upon Licensor's written request, Licensee must provide to Licensor a written list of all Product devices in which the Software is installed and being used by Licensee.

3.3. Concerning Motorola's Radio Service Software ("RSS"), if applicable, Licensee must purchase a copy for each location at which Licensee uses RSS. Licensee's use of RSS at an authorized location does not entitle Licensee to use or access the RSS remotely. Licensee may make one additional copy

for each computer owned or controlled by Licensee at each such location. Upon Licensor's written request, Licensee must provide to Licensor a written list of all locations where Licensee uses or intends to use RSS.

#### **Section 4 OWNERSHIP AND TITLE**

Title to all copies of Software will not pass to Licensee at any time and remains vested exclusively in the copyright owner. The copyright owner owns and retains all of its proprietary rights in any form concerning the Software and Documentation, including all rights in patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties (including any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the Software whether made by Licensor or another party, or any improvements that result from Licensor's processes or, if applicable, providing information services). Nothing in this Agreement is intended to restrict the proprietary rights of Licensor or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated, or prepared by Licensor in connection with providing to Licensee Software, Products, Documentation, or related services remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property.

#### **Section 5 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Licensor's valuable proprietary and Confidential Information and are Licensor's trade secrets, and that the provisions in the Agreement concerning Confidential Information apply.

#### **Section 6 LIMITED WARRANTY**

6.1. The commencement date and the term of the Software warranty shall be as stated in the Primary Agreement, except that (i) the warranty term for Printrak's LiveScan software shall be 90 days; and (ii) for application Software that is provided on a per unit basis, the warranty period for subsequent units licensed is the remainder (if any) of the initial warranty period or, if the initial warranty period has expired, the remainder (if any) of the term of the applicable Software Maintenance and Support Agreement.

6.2. During the applicable warranty period, Licensor warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether such defect occurs will be determined solely with reference to the Documentation. Licensor does not warrant that Licensee's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensee's particular requirements. Warranty claims are described in the Primary Agreement.

6.3. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TRANSACTION COVERED BY THIS AGREEMENT IS A LICENSE AND NOT A SALE OF GOODS.

#### **Section 7 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

#### **Section 8 TRANSFERS**

Licensee shall not transfer Software or the related Documentation to any third party without Licensor's prior written consent, which consent may be withheld in Licensor's reasonable discretion and which may be conditioned upon the transferee paying all applicable license fees and agreeing to be bound by this Agreement. Notwithstanding the preceding sentence, if Licensee transfers ownership of radio Products to a third party, Licensee may assign its rights to use the Software (other than Radio Service Software and



Motorola's FLASHport® Software) embedded in or furnished for use with those radio Products; provided that Licensee transfers all copies of such Software and the related Documentation to the transferee, and the transferee executes a transfer form to be provided by Licensor upon request (which form obligates the transferee to be bound by this Agreement).

## **Section 9 TERM AND TERMINATION**

Licensee's right to use the Software and Documentation will begin when this Agreement is mutually executed by both parties and will continue during the life of the Products in which the Software is used, unless Licensee breaches this Agreement in which case it shall be terminated immediately upon notice by Licensor. Licensee acknowledges that Licensor has made a considerable investment of resources in the development, marketing, and distribution of its proprietary Software and Documentation and that reasonable and appropriate limitations on Licensee's use of the Software and Documentation are necessary for Licensor to protect its investment, trade secrets, and valuable intellectual property rights concerning the Software and Documentation. Licensee also acknowledges that its breach of this Agreement will result in irreparable harm to Licensor for which monetary damages would be inadequate. In the event of a breach of this Agreement and in addition to termination of this Agreement, Licensor shall be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government). Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Licensor that all copies of the Software and Documentation have been returned to Licensor or destroyed and are no longer in use by Licensee.

## **Section 10 NOTICES**

Notices are described in the Primary Agreement.

## **Section 11 UNITED STATES GOVERNMENT LICENSING PROVISIONS**

In the event that the Licensee is the United States Government or a United States Government agency, then the provisions of this section also apply. Use, duplication or disclosure of the Software and associated Documentation under Licensor's copyrights and/or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless being provided to the Department of Defense. If being provided to the Department of Defense, use, duplication, or disclosure of Software and associated Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. Software and associated Documentation may or may not include a Restricted Rights notice, or other notice referring specifically to the terms and conditions of this Agreement. The terms and conditions of this Agreement shall each continue to apply, but only to the extent that such terms and conditions are not inconsistent with the rights provided to the Licensee under the aforementioned provisions of the FAR or DFARS, as applicable to the particular procuring agency and procurement transaction.

## **Section 12 GENERAL**

12.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.

12.2. **COMPLIANCE WITH LAWS.** Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Licensor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government, or any agency thereof, at the time of such action, requires an

export license or other governmental approval. Violation of this provision shall be a material breach of this Agreement, permitting immediate termination by Licensor.

12.3. **ASSIGNMENTS.** Licensor may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Software, without prior notice to or consent of Licensee.

12.4. **GOVERNING LAW.** This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Software or Products are shipped if Licensee is a sovereign government entity, or the laws of the State of Illinois if Licensee is not a sovereign government entity.

**EXHIBIT H**

**SOFTWARE SUBSCRIPTION AGREEMENT**

## **Software Subscription Agreement**

This Motorola Software Subscription Agreement ("Agreement") is between Motorola, Inc., a Delaware corporation ("Motorola") by and through its Government & Enterprise Mobility Solutions Sector (GEMS) and McLean County, IL ("Customer").

### **Section 1 DEFINITIONS**

"Core Release" – A new version of Software which adds Features and major enhancements. These new versions are signified by changes to the first digit of the version identifier number (e.g. SmartZone 2.0.3 to SmartZone 3.0).

"Enhancement Release" – A superseding issue of Software which adds to, improves, or enhances the performance of Software Features contained in the then currently shipping Software version. These releases are signified by changes to the second digit of the version identifier number (e.g. SmartZone 3.1 to SmartZone 3.2).

"Feature" – A Software functionality.

"Standard Feature" – An additional software functionality for components of Customer's system that is available to Customer in the standard software release.

"Optional Feature" – An additional software functionality issued with a Core Release that is available to Customer at additional cost.

"Special Product Feature" – Features specially developed for Customer which contain Customer unique functionality.

### **Section 2 SUBSCRIPTION PROGRAM**

2.1. During the term of this Agreement, Motorola will provide Customer with the software subscription services described below ("Software Subscription Program") for upgrade capable Motorola communications equipment that is in the Customer configuration identified in Attachment 1 to this Agreement.

2.2. Non-Motorola software (i.e., Software owned by a party other than Motorola), software developed or provided by a Motorola business sector other than CGISS, Radio Service Software (RSS), and software provided by Motorola's Integrated Solutions Division ("ISD") of CGISS are excluded from the Software Subscription Program. ISD includes Motorola's affiliated company, Printrak International Incorporated ("Printrak"), as well as the Motorola products of the former Suncoast Scientific Incorporated (such as Customer Service Request/311 software) and the former Software Corporation of America (such as TxMessenger™, Premier MDC™ and other application software products under the "Premier" product name, and AirMobile™). If these excluded Software products are applicable to Customer's System, they may be covered by a separate maintenance and support agreement.

2.3. Motorola will provide periodic Motorola Software Enhancement Releases applicable to Features currently provided to Customer by Motorola under a Software License Agreement. Customer is responsible for the purchase of additional hardware that is necessary to upgrade to the newly issued Enhancement Release.

2.4. Motorola will provide those Standard Features included in a Core Release which apply to Customer's existing system components. Customer is responsible for the purchase and license of additional products, hardware, and/or software that are necessary to migrate to the newly issued Core Release.

2.5. Optional Features issued with a Core Release are not provided pursuant to the Software Subscription Program but are available to Customer, as a Program subscriber, at a discounted price under a separate agreement. The discount available to Customer for voice system Optional Features will be 20% off the current Motorola list price. The discount available to Customer for data system Optional Features will be 15% off the current Motorola list price. Once an Optional Feature is provided to Customer, Customer will be entitled under this Agreement to all Enhancement Releases for that Optional Feature.

2.6. Special Product Features previously developed by Motorola unique to Customer's system may require additional engineering effort to be incorporated into an Enhancement Release or Core Release so that the Special Product Feature will not be overwritten upon its installation. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into an Enhancement Release or Core Release and whether additional engineering effort is required. Customer will be responsible for all charges associated with any additional engineering required for each Enhancement Release or Core Release that it chooses to install. Such equipment and engineering are not included as part of the Software Subscription Program and may be provided pursuant to a separate agreement.

2.7. Motorola will issue to Customer at the below address bulletins announcing Enhancement Releases and Core Releases. If Customer desires to obtain the announced Enhancement Release or Core Release, it must contact its Motorola representative. If needed, Customer should contact its local service provider for installation assistance.

Customer Contact for Bulletin Receipt

Customer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attn: \_\_\_\_\_

2.8. Because Enhancement Releases may include minor performance enhancements, Customer is encouraged to periodically upgrade the Motorola Software operating on its System with the most current Enhancement Release (e.g. SmartZone 3.0.1 to SmartZone 3.0.2). Customer may choose not to install a new software release, however, customer acknowledges that by so choosing, it may limit or eliminate the applicability of future releases to its system.

2.9. Because the Software Subscription Program includes Enhancement Releases for only the currently shipping software version and those prior versions that Motorola may be supporting during the term of the Agreement, Customer is encouraged to migrate the Motorola Software operating on its Communications System to the most current Core Release (e.g. SmartZone 2.0.3 to SmartZone 3.0). If Customer's system is not maintained to a currently supported software version, all Core Releases and Enhancement Releases may not be compatible with Customer's existing System. Additional hardware, Motorola Software, and engineered modifications may be required if Customer desires to migrate to a particular Core Release or Enhancement Release. Such additional hardware, Motorola Software and engineering are not included as part of the Software Subscription Program and may be provided pursuant to a separate agreement. If the size and complexity of Customer's System warrants, Motorola may provide consultation services to determine the technological, operational and financial impact of installing a particular Core Release or Enhancement Release on the System, pursuant to a separate agreement.

### Section 3 FEES AND PAYMENT

Exhibit A contains the annual SSA program fees and payment terms. The fees listed are based upon Customer's current Motorola equipment configuration as indicated in Attachment 1. Customer must promptly notify Motorola of any change in this configuration and Motorola will calculate revised fees (effective at the beginning of the next subscription year) based on the new configuration. Motorola will refund to Customer any amounts previously paid for SSA program

fees that are reduced due to a new configuration. If the SSA program fees are increased due to a new configuration, Customer will pay any additional amounts within thirty days after receipt of an invoice from Motorola.

#### **Section 4 TERM AND TERMINATION**

4.1. The term of this Agreement is indicated in Attachment 1 and shall terminate at the expiration of that term unless extended by mutual agreement of the parties.

4.2. The Customer may terminate this Agreement at any time prior to the expiration of its term by providing written notice of such termination to Motorola. Such termination will be effective at the next annual anniversary date following Motorola's receipt of the written notice. Motorola will refund to Customer any pre-paid Software Subscription Program fees for the terminated period.

4.3. The Agreement will automatically terminate if, at its annual anniversary date, the software version in Customer's then current configuration is no longer supported by Motorola or if Motorola discontinues the Software Subscription Program, in which case Motorola will refund to Customer any pre-paid Software Subscription Program fees for the terminated period.

#### **Section 5 TAXES**

Customer is responsible for all taxes due as a result of this Agreement, if any, other than taxes based on Motorola's income; if Customer is a tax-exempt entity, upon execution of this Agreement, Customer must provide Motorola with tax exemption certificates from the appropriate tax authorities.

#### **Section 6 EXCLUDED SERVICES**

The SSA program does not include repair or replacement of hardware or software defects not corrected by the Enhancement Releases and Core Releases nor does it include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of Motorola software.

#### **Section 7 OWNERSHIP AND USE OF SOFTWARE**

All rights and title to Motorola software furnished to Customer under this Agreement remains vested exclusively in Motorola. Customer's use of such Motorola software is subject to the terms of the Motorola software license agreement executed by Customer or, if no such agreement has been executed, Motorola's standard software license terms apply, which will be sent to Customer upon written request.

#### **Section 8 DEFAULT**

Motorola at any time may suspend subscription services or terminate this Agreement if (a) Customer fails to pay any fees within thirty days after such fees are due, (b) Customer fails to correct a breach of this Agreement within thirty days after notice from Motorola of such breach, (c) Customer's right to use Motorola software under a Motorola software license agreement expires or is terminated, or (d) Customer replaces its Motorola communication system with a non-Motorola communication system. Upon such termination, any unpaid SSA program fees will become immediately due and payable.

#### **Section 9 LIMITATION OF LIABILITY**

EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA'S TOTAL LIABILITY ARISING FROM THIS AGREEMENT WILL BE LIMITED TO THE AGGREGATE AMOUNT OF SSA FEES PAID TO MOTOROLA BY CUSTOMER. ALTHOUGH THE PARTIES ACKNOWLEDGE THE

POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS, OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT.

**Section 10 GENERAL**

10.1. NOTICES: Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt.

Customer _____	Motorola, Inc.
Attn: _____	Attn: Contracts & Compliance
Manager _____	
_____	_____
_____	_____

10.2. FORCE MAJEURE: Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

10.3. ACTIONS: Customer must bring any action under this Agreement within one year after the cause of action arises.

10.4. WAIVERS: Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

10.5. ASSIGNMENTS: Customer may not assign any of its rights under this Agreement without Motorola's prior consent.

10.6. ENTIRE AGREEMENT AND AMENDMENT: This Agreement, including Attachment 1, constitutes the entire agreement of the parties regarding the SSA program and may be amended only by a written instrument signed by authorized representatives of both parties, except that Motorola may modify this Agreement without joint consent as necessary to comply with applicable laws, rules, and regulations.

10.7. GOVERNING LAW: This Agreement will be governed by the laws of the State of Illinois.

**Customer**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**Motorola, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



**ATTACHMENT 1  
To Software Subscription Agreement**

**SYSTEM CONFIGURATION**

**Choose and complete only ONE of the sections below:**

**I. DataTAC System SSA**

Number of Network Controllers in Operation \_\_\_\_\_  
Number of Data Subscriber Devices in Operation (Forte, VRM, etc.) \_\_\_\_\_

IP Messaging for DataTAC (Yes / No) \_\_\_\_\_  
RNC Redundancy for DataTAC (Yes / No) \_\_\_\_\_  
Network Management for DataTAC (Yes / No) \_\_\_\_\_  
Mobility Management for DataTAC (Yes / No) \_\_\_\_\_  
Security Services for DataTAC (Yes / No) \_\_\_\_\_

**II. SmartZone System SSA**

Number of Sites (in addition to the Prime Site) \_\_\_\_\_  
Number of Repeaters in Operation \_\_\_\_\_  
Number of Subscribers in Operation (Mobiles and Portables) \_\_\_\_\_

Omnilink Operation (Yes / No) \_\_\_\_\_  
Digital Operation (Yes / No) \_\_\_\_\_

Integrated Voice and Data (Yes / No) \_\_\_\_\_

**III. SmartNet System SSA (Single Site or Simulcast)**

Number of Remote Sites (in addition to the Prime Site) \_\_\_\_\_  
Number of Repeaters in Operation \_\_\_\_\_  
Number of Subscribers in Operation (Mobiles and Portables) \_\_\_\_\_

Digital Operation (Yes / No) \_\_\_\_\_

Integrated Voice and Data (Yes / No) \_\_\_\_\_

**IV. Conventional System SSA**

Number of Repeaters in Operation \_\_\_\_\_  
Number of Subscribers In Operation (Mobiles and Portables) \_\_\_\_\_

Digital Operation (Yes / No) \_\_\_\_\_

Integrated Voice and Data (Yes / No) \_\_\_\_\_

**V. Console Only SSA (not required if System SSA is purchased)**

Number of Operator Positions \_\_\_\_\_  
Number of Channels \_\_\_\_\_

**VI. Centralink 2000 USA**

\_\_\_\_\_

**SSA TERM**

Beginning of Term (*choose one only*)

Expiration of existing Subscription Period (renewal) \_\_\_\_\_  
Immediately upon execution of Software Subscription Agreement \_\_\_\_\_  
Other (please specify date) \_\_\_\_\_

Length of Term (number of years: 1, 2, 3, 4, or 5) \_\_\_\_\_

**SSA PROGRAM FEES**

Annual Fees (*before discount*)

System SSA Fee \_\_\_\_\_  
Console Only SSA Fee \_\_\_\_\_  
CENTRALINK 2000 SSA Fee \_\_\_\_\_  
SP Coverage Quote \_\_\_\_\_

Total Annual Fee (*before discount*) \_\_\_\_\_

Multi-Year Discount Level (*choose the discount corresponding to the length of term*)

- 1 Yrs. 0%       2 Yrs. 0%       3 Yrs. 5%       4 Yrs. 5%       5 Yrs. 10%

Total Annual Fee (*after discount*) \_\_\_\_\_

Total Fees during Term Chosen \_\_\_\_\_

Payment Methods (*check only one*):

(A) Payment of total Fees due upon execution of SSA \_\_\_\_\_

(B) Payment of Annual Fee due upon first day of each subscription year \_\_\_\_\_

(C) Other (*specify*) \_\_\_\_\_



**OFFICE OF THE ADMINISTRATOR**

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

115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

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**To:** Chairman and Members, Justice Committee  
**From:** Terry Lindberg, Assistant County Administrator  
**Date:** November 28, 2005  
**Re:** Request Approval of Contract and User Agreement with Motorola, Inc. for STARCOM21 Radio System

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We respectfully request your approval of the enclosed Buildout Services Agreement (BSA) and User Agreement between Motorola, Inc. and McLean County. Execution of the BSA and attached documents recognizes that we are nearing completion of a very lengthy but successful effort to provide public safety first responders throughout McLean County with a reliable, state-of-the-art emergency communications system.

The County Board began taking steps to improve our emergency communications system in January of 2003 by creating the Ad Hoc Committee on Emergency Communications and Dispatch. County Board members who comprised this committee were Matt Sorenson, Chair, Tari Renner, Vice-Chair, Stan Hoselton, Dave Selzer and former member Susie Johnson. The Ad Hoc Committee met eight times and reported to the full County Board in March and in final form in May of 2003.

Based on the findings and recommendations of an earlier technical committee comprised of Emergency Telephone Systems Board (ETSB) and MetCom Board members Sheriff Dave Owens, Normal City Manager Mark Peterson, County Administrator John Zeunik, Bloomington Police Chief Roger Aikin, Dennis Powell (President of the McLean County Fire Chiefs Association), and Normal Communications Director Bill Matthews, the Ad Hoc Committee recommended Motorola's STARCOM21 radio system as the preferred option to replace the existing emergency communications system.

The Ad Hoc Committee also designated County Board Chairman Mike Sweeney to work with Sheriff Owens to coordinate an effort to seek federal funds for the project.

In response to a call for proposals from the U.S. Department of Homeland Security for states to demonstrate interoperable emergency communications systems, McLean County joined St. Clair County and submitted a \$6,000,000.00 proposal to Homeland Security in early August of 2003. Our agreement was to share the grant funds on a population basis, which would provide \$3,800,000.00 to St. Clair County and \$2,200,000.00 to McLean County. We received notification of the grant award in September of 2003. We are grateful for the assistance we received from Congressman Hastert and his staff, Senator Bill Brady and Representative Dan Brady, local labor officials including John Penn, and many others in obtaining the grant funds.

The terms of the federal grant required a 25% local match. The McLean County ETSB agreed to provide \$733,334.00 for the match, resulting in a total project budget of \$2,933,334.00.

Following numerous demonstration and needs assessment discussions, Motorola, Inc. submitted a full STARCOM21 proposal to the County in February of 2004. That proposal was revised in March and April, then accepted in substance in early May of 2004. Since then, Motorola has worked to complete build-out and activation of their 170 tower statewide network that will support STARCOM21, and we have worked on acquiring the necessary STARCOM21 radios, repeaters and base stations to fully implement the new system. Thus far, we have obligated almost \$2.8 million, received and installed over 200 radios and repeaters in all Sheriff's vehicles and rural police vehicles, done the same for all other County first responders, and re-designed the MetCom dispatch center to accommodate the STARCOM21 system.

The Sheriff and all rural police agencies went live on November 1, 2005. The system has met or exceeded specifications during its first month of full operations. MetCom is scheduled to go live with new STARCOM21 consoles in late December of this year. The Town of Normal has also ordered radios through the grant and plans call for the Normal Police Department to go live in early 2006 and the Normal Fire Department to follow during the Spring of 2006. Rural fire departments and EMS squads have also realized significant improvements in interoperability through the acquisition of 759 Motorola Minitor V dual-band pagers. These pagers represent a major improvement in the ability for rural fire/EMS agencies to communicate with each other and their own personnel.

There are two important financial parts to the radio project. First, we are using the grant and local match funds to purchase equipment for the STARCOM21 system. This equipment includes portable radios, mobile radios, vehicular repeaters, base stations, tower equipment and new consoles for the MetCom dispatch center and our back-up dispatch location.

The second financial commitment required to maintain the new STARCOM21 system is embodied in the User Agreement, which can be found at Exhibit E of the BSA. Although McLean County is the owner of the radio equipment, we will pay an annual user fee for access to the statewide tower network and the 24/7 maintenance and support of the system. Attachment A to the User Agreement details a 10 year fee schedule that will ensure stability and reliability of our emergency communications system for the foreseeable future. The User Agreement provides that the County will pay \$80,000.00 in 2006, \$180,000.00 in 2007 and \$185,000.00 per year in years 2008-2015 for continued participation and support of STARCOM21. These user fees will be funded by contributions from the ETSB budget and the MetCom budget as a result of eliminating private tower rental expenses and maintenance costs for the previous radio system, plus modest annual user fees of \$100.00 per radio from all participating agencies.

Sheriff Owens, Deputy Jeff Thompson and I will be available to answer any questions you might have about the project. MetCom Director Tony Cannon, ETSB Administrator Bill Gamblin, MetCom Assistant Director Ken Teutsch and Normal Police Lieutenant Dave Warner have all put-in a great deal of time working with experts from Motorola and other organizations to implement the STARCOM21 system, but all would agree that Deputy Thompson is the key person who has made our project a success.

Members Renner/Rackauskas moved the County Board approve a Request for Approval of Contract and User Agreement with Motorola, Inc. for STARCOM21 Radio System – Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

An AMENDMENT to the ORDINANCE CREATING the  
McLEAN COUNTY EMERGENCY SERVICES and DISASTER AGENCY  
CHANGING the NAME of the  
McLEAN COUNTY EMERGENCY SERVICES and DISASTER AGENCY to the  
McLEAN COUNTY EMERGENCY MANAGEMENT AGENCY

WHEREAS, pursuant to the authority granted in 20 *ILCS* (2002) 3305/1 et. seq., the McLean County Board, at its regular meeting on February 17, 1987, adopted an Ordinance Creating the McLean County Emergency Services and Disaster Agency; and,

WHEREAS, the Ordinance Creating the McLean County Emergency Services and Disaster Agency has been amended by action of the McLean County Board; and,

WHEREAS, the McLean County Emergency Services and Disaster Agency is authorized to perform such functions within the County as shall be prescribed by the Illinois Emergency Management Agency plan and program; and,


WHEREAS, in accordance with the direction received from the Illinois Emergency Management Agency, the McLean County Board deems it advisable to amend the Ordinance Creating the McLean County Emergency Services and Disaster Agency to change the name of the County Agency from "McLean County Emergency Services and Disaster Agency" to the "McLean County Emergency Management Agency;" now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session on Tuesday, December 20, 2005, as follows:

- (1) That the Ordinance Creating the McLean County Emergency Services and Disaster Agency, as amended, be further amended by deleting all references to the McLean County Emergency Services and Disaster Agency and replacing it with McLean County Emergency Management Agency.
- (2) That the Ordinance Creating the McLean County Emergency Services and Disaster Agency, as amended, be further amended by deleting all references to the McLean County E.S.D.A. and replacing it with McLean County E.M.A.
- (3) That the County Clerk shall forward a certified copy of this Ordinance to the Director of the McLean County Emergency Management Agency, the County Administrator, and the First Civil Assistant State's Attorney.

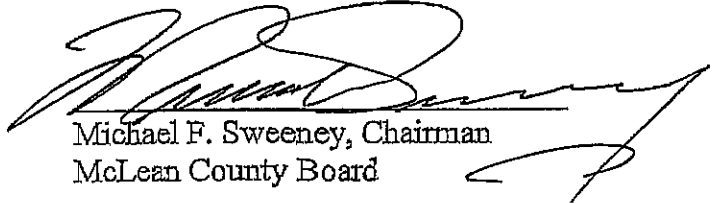
ADOPTED by the McLean County Board this 20<sup>th</sup> day of December, 2005.

ADOPTED:



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

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

Members Renner/Harding moved the County Board approve a Request for Approval of an Amendment to the Ordinance Creating the McLean County Emergency Services and Disaster Agency Changing the Name of the McLean County Emergency Services and Disaster Agency to the McLean County Emergency Management Agency – E.S.D.A. Clerk Milton shows all Members present voting in favor of the Motion except Member Rackauskas who voted against. Motion carried.

Member Renner, Chairman, presented the following:

An ORDINANCE of the McLEAN COUNTY BOARD  
REPEALING and RESCINDING the  
EMERGENCY RESCUE SQUAD ORDINANCE and the  
ORDINANCE ESTABLISHING RULES and REGULATIONS  
GOVERNING the OPERATION of the  
McLEAN COUNTY EMERGENCY RESCUE SQUAD

WHEREAS, the McLean County Board, at its regular meeting on March 13, 1979, adopted an Emergency Squad Ordinance that created an emergency rescue service to be known as the McLean County Emergency Rescue Squad; and,

WHEREAS, the McLean County Board, at its regular meeting on June 12, 1979, adopted an Ordinance Establishing Rules and Regulations Governing the Operation of the McLean County Emergency Rescue Squad; and,

WHEREAS, the McLean County Board, at its regular meeting on November 15, 2005, adopted the Fiscal Year 2006 Combined Annual Budget and Appropriation Ordinance that sets forth the budgeted appropriations for every County office and department; and,

WHEREAS, the Fiscal Year 2006 Combined Annual Budget and Appropriation Ordinance provides that the budgeted appropriations for the McLean County Emergency Rescue Squad be appropriated under the McLean County Emergency Management Agency (formerly, the Emergency Services and Disaster Agency or E.S.D.A.) and that the McLean County Emergency Rescue Squad be fully integrated as a program and service of the McLean County Emergency Management Agency, effective as of January 1, 2006, the first day of fiscal year 2006; and,

WHEREAS, pursuant to the approval and adoption of the Fiscal Year 2006 Combined Annual Budget and Appropriation Ordinance, it is appropriate for the McLean County Board, now meeting in regular session, to repeal and rescind the Emergency Squad Ordinance and the Ordinance Establishing Rules and Regulations Governing the Operation of the McLean County Emergency Rescue Squad; now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session on Tuesday, December 20, 2005, as follows:

- (1) The McLean County Board hereby repeals and rescinds the Emergency Squad Ordinance previously approved on March 13, 1979.
- (2) The McLean County Board hereby repeals and rescinds the Ordinance Establishing Rules and Regulations Governing the Operation of the McLean County Emergency Rescue Squad previously approved on June 12, 1979.



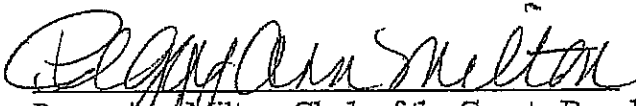
(2)

- (3) That this Ordinance shall supersede and replace any other Ordinance approved by the McLean County Board regarding the establishment, operation and funding of the McLean County Emergency Rescue Squad.
- (4) The McLean County Board hereby further directs the County Clerk to forward a certified copy of this Ordinance to the Director of the McLean County Emergency Management Agency, the County Administrator and the First Civil Assistant State's Attorney.

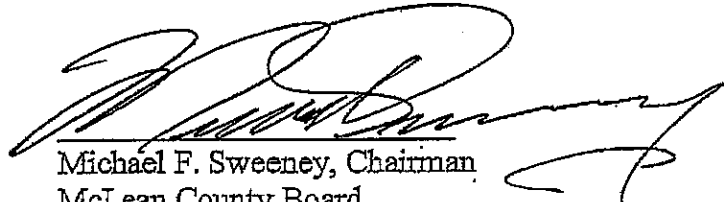
ADOPTED by the McLean County Board this 20<sup>th</sup> day of December, 2005.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board

Members Renner/Bostic moved the County Board approve a Request for Approval of An Ordinance of the McLean County Board Repealing and Rescinding the Emergency Rescue Squad Ordinance and the Ordinance Establishing Rules and Regulations Governing the Operation of the McLean County Emergency Rescue Squad – E.S.D.A. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

E\*Justice System™  
Work Order #15

**INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)**  
**MASTER CONSULTING SERVICES AGREEMENT**

**AMENDMENT TO WORK ORDER #15**

This is a Work Order which defines certain Services to be performed by Northrop Grumman Information Technology, Inc. (formerly Northrop Grumman Space and Mission Systems Corporation), hereinafter referred to as "NORTHROP GRUMMAN", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and Northrop Grumman.

**Consulting Services Topic:**

McLean County Integrated Justice Information, Northrop Grumman Mission Systems Proposal No. 1F436.000, Civil Case Management Proposal dated 27 August 2003.

**Objectives of Consulting Services:**

Extend the completion date of Work Order #15 to June 30, 2006.

**Location of Consulting Services:**

At the offices of the COUNTY, NORTHROP GRUMMAN corporate offices, and such other facilities necessary or useful for the implementation of the E\*Justice System.

**Activities to be performed:**

NORTHROP GRUMMAN will perform the following services:

- Extend the completion date of Work Order #15 to June 30, 2006 to allow for completion of the Phase II Train-the-Trainer task deliverable as stated in Work Order #15.

**Deliverable Materials:**

The Work Order #15 Deliverables remain unchanged.

**Work Order Price:**

Extension of the completion date involves no additional cost to the Work Order #15 agreement.

**Price/Invoice and Payment:**

Extension of completion date involves no additional cost to the Work Order #15 agreement. Pricing/Invoice and Payment terms remains in accordance with Attachment 2 (Pricing and Milestone Payments) of the Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003.

**Completion Date:**

After execution of this agreement, the completion date for Work Order #15 shall be extended to June 30, 2006.

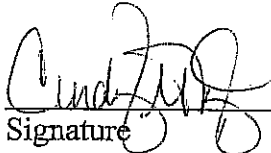
Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by NORTHROP GRUMMAN and the COUNTY and shall be performed by NORTHROP GRUMMAN at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff current at the time of the Change Order.

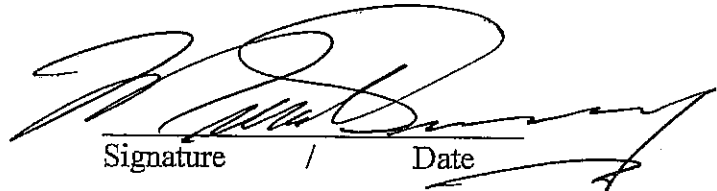
This Agreement shall become effective on the date the second of the two Parties to sign executes this Agreement below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

NORTHROP GRUMMAN  
INFORMATION TECHNOLOGY, INC.  
12005 Sunrise Valley Drive  
MS C202  
Reston, VA 20191

McLEAN COUNTY, ILLINOIS  
104 West Front Street  
Bloomington, IL 61701

  
Signature      1/3/2006  
Date

  
Signature      /      Date

CINDY M Navarajo  
Printed or Typed Name

Michael Sweeney  
Printed or Typed Name

Project Manager  
Title

Chairman, McLean Co Board  
Title

**INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)**  
**MASTER CONSULTING SERVICES AGREEMENT**

**WORK ORDER #16**

This is a Work Order which defines certain Services to be performed by Northrop Grumman Information Technology, Inc. (formerly Northrop Grumman Space and Mission Systems Corporation), hereinafter referred to as "NORTHROP GRUMMAN", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and Northrop Grumman.

**Consulting Services Topic:**

Phase II data migration effort and master name enhancements for Phase II of the McLean County Integrated Justice Information, Northrop Grumman Mission Systems Proposal No. 1F436.000, Civil Case Management Proposal dated 27 August 2003.

**Objectives of Consulting Services:**

Provide professional services to the County, at time and material rates, to migrate legacy data from the County's Gavel Civil Case Management System to the E\*Justice System and provide a mechanism to identify incomplete/partial person name records and filter from query results of the master name indices.

**Location of Consulting Services:**

At the offices of the COUNTY, NORTHROP GRUMMAN corporate offices, and such other facilities necessary or useful for the implementation of the E\*Justice System.

**Activities to be performed:**

NORTHROP GRUMMAN will perform the following services:

- Provide professional services to migrate legacy data from the County's Gavel Civil Case Management System to the E\*Justice System for Phase II of the McLean County Integrated Justice Information, Northrop Grumman Mission Systems Proposal No. 1F436.000, Civil Case Management Proposal dated 27 August 2003. Data from the Creative Solutions database will not be migrated as part of this effort.
  - Elements of this effort may include but are not limited to;
    - 1) Account for court papers currently in the E\*Justice System and determine the best method to match the non-EJS court cases with court case in the Gavel Civil Case Management system. The proposed solution for this is to:
      - a) Load the Gavel civil court cases, which are related to persons.

- b) Create a routine that will collapse the non-ejs court cases in the E\*Justice System into the Gavel civil court cases that are loaded. Matching will be based on the person where there is only one non-EJS court case related.
  - c) Create a report that lists the civil court cases where more than one non-ejs court case exists for the same person.
- 2) Create a routine that will match person records being loaded from the Gavel Civil Case Management System based on key identifiers, agreed upon by the County. The Gavel civil court cases have fewer identifiers for person name records therefore; there will be more of a need for manual person collapses by the County using a report of new names created.
  - 3) Create a routine to match business records being loaded from the Gavel Civil Case Management System based on associated address, business name, etc.
  - 4) Create routines to load civil court case data from the Gavel Civil Case Management System. This effort will involve:
    - a) The County will evaluate all Gavel Civil Case Management data and provide import files (ASCII file layouts or other layout as specified by Northrop Grumman) that are free of bad data and contain valid associations required for accurate data migration.
    - b) The County to provide data element clarification and validation for data elements in the GAVEL Civil Case Management System that are not in the E\*Justice System and may require special processing.
    - c) The County to identify and resolve all data issues with the Gavel Civil Case Management data. Included but not limited to the following;
      1. Duplicate Name collapses or clean-up
      2. Party Relationships on Gavel civil court cases and possible impact on cash transactions & court case findings to be loaded.
      3. Bonds on Civil Case involving arrests of defendants
      4. Existing Civil Cases in E\*Justice; what information to keep and verify accuracy of data.
      5. Current Civil Case Issues
      6. Business Name Collapses
      7. Official Address Resolution - Criminal vs. Civil
      8. Cash Payments – provide logic for correct associations
      9. Jurisdiction to be assigned to Gavel civil court cases - subtypes defined
      10. Others data integrity issues with Gavel data
    - d) The County to review the data integrity and validity of trial data load(s). Signed authorization of approved data migration scripts will be required to proceed with E\*Justice Production data migration.
  - 5) Travel required for Denver E\*Justice personnel to work with County staff to prepare data migration plan, reconcile data elements in Gavel Civil

Case Management System to E\*Justice System, identify data elements to load, define required load procedures, trial test loads, and installation and execution of approved scripts against the E\*Justice production database. Three trips for two Denver E\*Justice Persons have been estimated for these tasks.

- Provide professional services to enhance the E\*Justice System to include a mechanism to identify incomplete/partial person name records and filter from query results of the Master Name Indices for Phase II of the McLean County Integrated Justice Information, Northrop Grumman Mission Systems Proposal No. 1F436.000, Civil Case Management Proposal dated 27 August 2003.
  - Prior to beginning application coding enhancement(s), a Functional Requirements Document (FRD) will be prepared to define the intent of the enhancement(s) and the requirements to be implemented. Approval of the FRD by the County will constitute authorization to begin work.

**Deliverable Materials:**

The following Deliverable Materials shall be delivered to the County under this Work Order: Any deliveries referencing documentation will be delivered to the County in a format of Northrop Grumman's choosing.

- Data migration plan
- FRD for identified product enhancements
- Functional code set for product enhancements identified

**Work Order Price:**

The amount of this work order is set at a do not exceed limit of \$293,540 (Two Hundred Ninety-three Thousand Five Hundred Forty Dollars), plus travel costs as incurred. Travel costs are estimated at \$11,500 (Eleven Thousand Five Hundred Dollars). Travel cost will be billed at actual costs incurred.

**Pricing elements:**

Data migration task - In accordance with Attachment 2 (Pricing and Milestone Payments) of the Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003, the price for this task is based on an estimate of 2,028 hours at a rate of \$130 per hour for a cost of \$263,640 (Two Hundred Sixty-three Thousand Six Hundred and Forty dollars).

Software enhancement task - The price for this task is based on an estimate of 100 hours at a maximum rate of \$184 per hour for a cost of \$18,400 (Eighteen Thousand Four Hundred dollars). The professional services for this task will be billed at the Hourly Rate for Professional Services as set forth in the Professional Services Labor Rates Schedule in Attachment A of this work order. The assumptions for this task are listed in Attachment B of this work order.

**Price/Invoice and Payment:**

NORTHROP GRUMMAN will invoice the COUNTY for professional service, materials, and travel performed in accordance with this Work Order during the term of this work order on a monthly basis, on or about the first of each month or as agreed. The price for the services rendered and or supplies delivered under this Work Order are exclusive of all federal, state and local taxes applicable to the sale of these services or products.

The COUNTY agrees to make payment NET 30 days after receipt of an accurate invoice. Invoices shall be submitted containing the following information at a minimum:

- (a) Basic Agreement Number and Work Order Number
- (b) Name and address of Contractor
- (c) Invoice number, date, and total amount billed
- (d) Payment will be mailed to: Northrop Grumman Commercial Systems - SODAS  
550 W. Van Buren Street 14th Floor  
Lockbox 088028  
Chicago, IL 60607

**Completion Date:**

The Services in this Work Order shall begin upon execution of this agreement and shall be valid until the activities to be performed have been completed or until December 31, 2006, whichever occurs first.

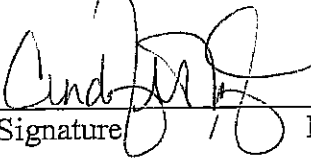
Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by NORTHROP GRUMMAN and the COUNTY and shall be performed by NORTHROP GRUMMAN at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff current at the time of the Change Order.

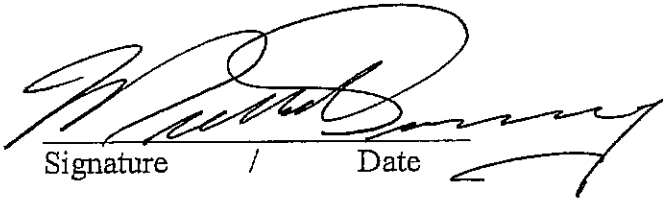
This Agreement shall become effective on the date the second of the two Parties to sign executes this Agreement below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

NORTHROP GRUMMAN  
INFORMATION TECHNOLOGY, INC.  
12005 Sunrise Valley Drive  
MS C202  
Reston, VA 20191

McLEAN COUNTY, ILLINOIS  
115 E. Washington Street  
Bloomington, IL 61701

 1/3/2006  
Signature / Date

  
Signature / Date

CINDY M NARANJO  
Printed or Typed Name

Michael Sweeney  
Printed or Typed Name

Project Manager  
Title

Chairman, McLean Co. Board  
Title



**PROFESSIONAL SERVICES LABOR RATES  
ATTACHMENT A**

**HOURLY LABOR RATE SCHEDULE  
(Effective 01- JAN-2006 – 31-DEC-2006)**

<i>POSITION DESCRIPTION</i>	<i>RATE PER HOUR</i>	<i>PERIOD OF PERFORMANCE</i>
Senior Information Systems Architect	\$184.00	01- JAN-2006 – 31-DEC-2006
SW Testing/QA Analyst	\$166.00	01- JAN-2006 – 31-DEC-2006
Technical Writer	\$127.00	01- JAN-2006 – 31-DEC-2006

## DEVELOPMENT TASK ATTACHMENT B

**Issue:** The Gavel Civil Case Management system contains person names records that only contain minimal information, such as last name, first name or some other combination of information that cannot be used to make a positive identification of the person. When these name records are migrated to the E\*Justice System and displayed in the master name indices results to end users, the records will complicate the process of the user determining a possible name match and making an accurate selection.

**Description of software enhancement requested:** Enhance the E\*Justice System to include a flag to identify incomplete/partial person name records and filter these name records from query results of the Master Name Indices.

### **Development Assumptions:**

This will require a new column on the Person table to capture the record as incomplete.

A new column will need to be added to the PEOPLE\_MASTER\_NAME\_VW view.

The mnqry screen and people screen will need to be changed to include the new column for querying and flagging.

A validation will be needed to allow a user in CREATION mode to set the flag.

No other screens will support or be changed for querying by partial person flag.

A maintenance setting will be used to control whether a site is using partial person or not.

This will be provided in a service/enhancement pack to V8.

No existing reports, custom application changes or interfaces will be modified to reflect this change.

If a user is in person maintenance flow/mode they will be able to change the flag.

**INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)**  
**MASTER CONSULTING SERVICES AGREEMENT**

**WORK ORDER #17**

This is a Work Order which defines certain Services to be performed by Northrop Grumman Information Technology, Inc. (formerly Northrop Grumman Space and Mission Systems Corporation), hereinafter referred to as "NORTHROP GRUMMAN", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and Northrop Grumman.

**Consulting Services Topic:**

McLean County Integrated Justice Information, Northrop Grumman Mission Systems Proposal No. 1F436.000, Civil Case Management Proposal dated 27 August 2003.

**Objectives of Consulting Services:**

To provide professional services to: 1) perform the implementation of Phase II elements (Civil Case Management and Civil Cash Management); 2) perform the elements of Phase III (Child Support, Exhibit Management, and Additional Requirements development and implementation) as set forth in Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003.

**Location of Consulting Services:**

At the offices of the COUNTY, NORTHROP GRUMMAN corporate offices, and such other facilities necessary or useful for the implementation of the E\*Justice System.

**Activities to be performed:**

NORTHROP GRUMMAN will perform the following services:

- Perform Implementation support, of not more than five (5) days in duration, for the implementation of Phase II software enhancements to the E\*Justice System, approved by the County, as specified in the Functional Requirements Documents for Civil Case Management and Civil Cash Management.
- Perform the Phase III elements and deliver the Deliverable Materials set forth below, all as set forth in Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003.
  - Perform Phase III software enhancements to the E\*Justice System, approved by the County, as specified in the Functional Requirements Documents for Child Support, Exhibit Management and Additional Requirements (Affidavit of Warrant).

- Perform two (2) training classes, of not more than five (5) days in duration each, for software enhancements to the E\*Justice System, approved by the County, as specified in the Functional Requirements Documents for Child Support, Exhibit Management and Additional Requirements (Affidavit of Warrant). Training classes will be delivered as Train-the-Trainer classes with class size limited to 10 attendees or as approved by Northrop Grumman.
- Perform Implementation support, of not more than five (5) days in duration, for the implementation of Phase III software enhancements to the E\*Justice System, approved by the County, as specified in the Functional Requirements Documents for Child Support, Exhibit Management and Additional Requirements (Affidavit of Warrant).

**Deliverable Materials:**

The following Deliverable Materials shall be delivered to the County under this Work Order: Any deliverables referencing documentation will be delivered to the County in a format of Northrop Grumman choosing.

- User Manual update for Phase III software enhancements to the E\*Justice System, approved by the County, as specified in the Functional Requirements Documents for Child Support, Exhibit Management and Additional Requirements (Affidavit of Warrant).
- System Administration Manual update for Phase III software enhancements to the E\*Justice System, approved by the County, as specified in the Functional Requirements Documents for Child Support, Exhibit Management and Additional Requirements (Affidavit of Warrant).
- Training materials for use in Phase III Train-the-Trainer classes for software enhancements to the E\*Justice System as specified in the Functional Requirements Documents for Child Support, Exhibit Management and Additional Requirements (Affidavit of Warrant). Such materials shall be delivered to the County in electronic format and include on-line "help" documentation, training syllabuses and other related materials, as determined by Northrop Grumman.

**Work Order Price:**

In accordance with Attachment 2 (Pricing and Milestone Payments) of the Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003, the price for this Work Order is \$700,000 (Seven Hundred Thousand Dollars).

**Price/Invoice and Payment:**

NORTHROP GRUMMAN will invoice the COUNTY for \$700,000 (Seven Hundred Thousand Dollars) during the term of this work order on a monthly basis, on or about the first of each month or as agreed, in the amounts set forth in Attachment 2 (Pricing and Milestone Payments) of Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August. The price for the services rendered and or supplies delivered under this Work Order are exclusive of all federal, state and local taxes applicable to the sale of these services or products.

The COUNTY agrees to make payment NET 30 days after receipt of an accurate invoice. Invoice shall be submitted containing the following information as a minimum:

- (a) Basic Agreement Number and Work Order Number
- (b) Name and address of Contractor
- (c) Invoice number, date, and total amount billed
- (d) Payment will be mailed to:

Northrop Grumman Commercial Systems – SODAS  
550 W. Van Buren Street 14th Floor  
Lockbox 088028  
Chicago, IL 60607

**Completion Date:**

After execution of this agreement, the Services in this Work Order shall begin on or before January 1, 2006 and shall be completed by December 31, 2006.

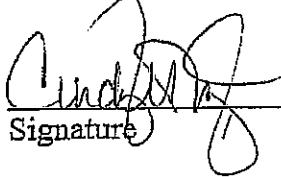
Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by NORTHROP GRUMMAN and the COUNTY and shall be performed by NORTHROP GRUMMAN at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff current at the time of the Change Order.

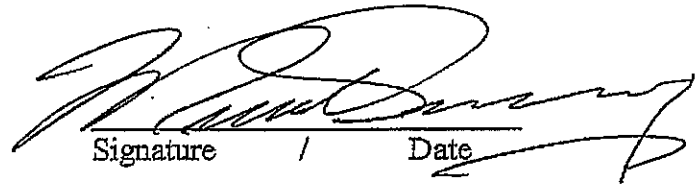
This Agreement shall become effective on the date the second of the two Parties to sign executes this Agreement below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

NORTHROP GRUMMAN  
INFORMATION TECHNOLOGY, INC.  
12005 Sunrise Valley Drive  
MS C202  
Reston, VA 20191

McLEAN COUNTY, ILLINOIS  
115 E. Washington Street  
Bloomington, IL 61701

 1/3/2008  
Signature Date

  
Signature / Date

CINDY M NARANJO  
Printed or Typed Name

Michael Sweeney  
Printed or Typed Name

Project Manager  
Title

Chairman, McLean Co. Board  
Title

Members Renner/Cavallini moved the County Board approve Requests for Approval of Integrated Justice Information Systems (IJIS) Master Consulting Services Agreement to Extend Completion Date for Work Orders #15, #16, and #17 – Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the General Report can be found on pages 391-403.

LAND USE AND DEVELOPMENT COMMITTEE:  
Member Gordon, Chairman, stated the Land Use and Development Committee had no items for action and their General report can be found on pages 404-405.

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

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2005  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Supervisor of Assessments Office 0049  
Property Assessment/Review Program 0054

WHEREAS, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the General Fund 0001, Supervisor of Assessments Office 0049, Property Assessment/Review Program 0054; and,

WHEREAS, pursuant to a contract approved by the McLean County Board, The Sidwell Corporation agreed to update the cadastral layer of the Geographic Information System (the "GIS") in order to provide the Supervisor of Assessments Office with an accurate, up-to-date cadastral map for use during the assessment of properties in the County; and,

WHEREAS, the contract agreement provided that work on the cadastral layer of the GIS would begin during fiscal year 2004 and the work would be completed during fiscal year 2005; and,

WHEREAS, the Supervisor of Assessments Office budgeted sufficient funds in fiscal year 2004 to cover the expenses anticipated to be incurred during that fiscal year; and,

WHEREAS, as a result of a delay by the Regional Planning Commission in providing The Sidwell Corporation with needed information to begin the work on updating the cadastral layer of the GIS, the expenses incurred in fiscal year 2005 are greater than the amount budgeted by the Supervisor of Assessments Office; and,

WHEREAS, it is necessary to amend the fiscal year 2005 Combined Annual Appropriation and Budget Ordinance in order to appropriate sufficient funds to pay The Sidwell Corporation for the work completed on updating the cadastral layer of the GIS; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, December 6, 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2005; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to add to the appropriated budget of the Supervisor of Assessments Office 0049, Property Assessment/Review 0054 the following amount:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0001-0049-0054-0400.0000			
Unappropriated Fund Balance	\$ 0.00	\$40,395.00	\$40,395.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the Supervisor of Assessments Office 0049, Property Assessment/Review 0054 the following amount:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0001-0049-0054-0706.0001			
Contract Services	\$102,000.00	\$40,395.00	\$142,395.00

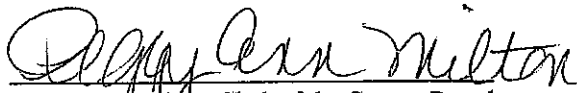
(2)

- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Treasurer, County Auditor, Supervisor of Assessments and the County Administrator.

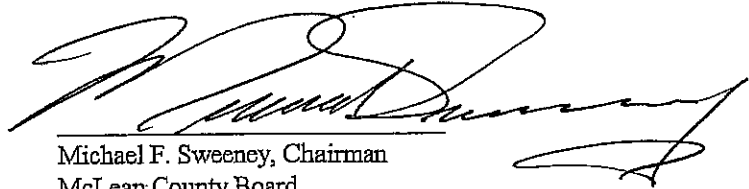
ADOPTED by the McLean County Board this 20th day of December, 2005.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board





Supervisor of Assessments  
P.O. Box 2400  
Bloomington, Illinois 61702-2400  
Phone (309) 888-5130 Fax (309) 888-5208  
E-mail [assessor@mcleancountyil.gov](mailto:assessor@mcleancountyil.gov)

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November 29, 2005

TO: Honorable Members of the McLean County Board Finance Committee

FROM: Robert T. Kahman, Supervisor of Assessments *RTK*

RE: Emergency Appropriation for Contract Services

In November 2003 the McLean County Board approved an amendment to our service contract with The Sidwell Company for conversion of the cadastral map to a digital format, which would be used in conjunction with the Geographic Information System (GIS). We anticipated most of the work in the conversion would be completed in fiscal year 2004. However, due to a backlog in cadastral maintenance, much of the conversion took place, and was completed in 2005.

Therefore, we request an emergency appropriation to cover the cost of completing the digital conversion, in the amount of \$40,395.00.

Thank you for your kind consideration.

Members Sorensen/Moss moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, Supervisor of Assessments Office 0049 – Property Assessment/Review Program 0054 – Supervisor of Assessments. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2005  
Combined Annual Appropriation and Budget Ordinance  
County Veterans' Assistance Fund 0136, Veterans' Assistance Office 0065**

WHEREAS, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Veterans' Assistance Office; and,

WHEREAS, the McLean County Veterans Assistance Officer advises that the original fiscal year 2005 appropriation of \$53,000.00 for the Emergency Veterans Assistance Account will be insufficient to meet the emergency assistance needs of eligible veterans; and,

WHEREAS, the audited unappropriated fund balance in the Veterans' Assistance Fund was \$69,851.00 as of December 31, 2004; and,

WHEREAS, the Finance Committee, at its regular meeting on December 6 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$6,000.00 to cover the remaining costs of said emergency assistance needs for the balance of Fiscal Year 2005; now, therefore

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

1. That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the Veterans' Assistance Fund 0136 in the amount of \$6,000.00

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0136-0065-0074-0400.0000			
Unappropriated Fund Balance	\$ 0.00	\$ 6,000.00	\$ 6,000.00

2. That the County Auditor is hereby directed to amend the fiscal year 2005 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation:

0136-0065-0074-0779.0002			
Veterans Emergency Assistance	\$ 53,000.00	\$ 6,000.00	\$ 59,000.00

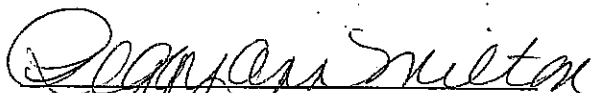
(2)

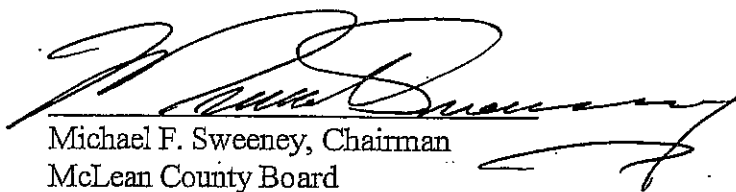
3. That the County Clerk shall provide a Certified Copy of this Ordinance to the Veterans Assistance Officer, County Treasurer, County Auditor, and the County Administrator.

**ADOPTED** by the McLean County Board this 20th day of December, 2005.

**ATTEST:**

**APPROVED:**

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

  
Michael F. Sweeney, Chairman  
McLean County Board

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11/29/05

Summary of Activity  
2003, 2004, 2005  
Veterans Assistance Commission

	<u>2003</u>	<u>2004</u>	<u>YTD</u> <u>2005</u>	<u>12/05</u>
Vouchers	404	419	495	(10)
Rent	\$29,761.67	\$33,399.65	\$30,202.16	
Utilities	10,060.13	9651.44	8,865.27	
Food	3,046.69	4,485.69	5394.84	
Transp.	3391.90	2829.69	4615.79	
Medicine	89.80	160.68	459.06	
Total	\$46,350.19	\$50,527.15	\$49,537.12	(\$745.00)
Phone Calls In	2194	2238	2409	
Phone Calls Out	376	539	446	
Walk ins	1000	992	1298	
Trips to Peoria	N/A	119 (16)	141 (2) (89) (staff)	
Rides to Peoria	N/A	173	203	
Trips to Danville	N/A	53	138	
Rides to Danville	N/A	65	230	

Members Sorensen/Owens moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance, County Veterans' Assistance Fund 0136, Veterans' Assistance Office 0065. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

McLEAN COUNTY REVISED CODE      NURSING HOME RATES RESOLUTION 14.27  
CHAPTER 14 - NURSING HOME

Resolution Establishing Charges for Services  
McLean County Nursing Home

WHEREAS, Illinois Compiled Statutes (2002), Chapter 55, Section 5/5 1005.6 empowers the County of McLean to erect and maintain a County Nursing Home and to establish rates to be paid by persons seeking care and treatment in the Nursing Home; and,

WHEREAS, Illinois Compiled Statutes (2002), Chapter 55, Section 5/5-21001.6 empowers the County of McLean to establish rates to be paid per day by persons seeking care and treatment in the McLean County Nursing Home; and,

WHEREAS, the McLean County Nursing Home participates in the Medicare program for skilled care; and,

WHEREAS, the Finance Committee of the McLean County Board, at its regular meeting on Tuesday, December 6, 2005, has deemed it necessary and advisable that the McLean County Board establish charges for services provided to the residents of the McLean County Nursing Home; now, therefore,

BE IT RESOLVED by the County Board that effective January 1, 2006;

1. The daily rate for resident care in the non-Medicare certified section shall be \$123.00.
2. The daily rate for resident care in the Medicare certified section shall be \$150.00.
3. The following charges are hereby established for supplies and services:
 

a)	Medical supplies	Cost plus 20%
b)	Medications in the Medicare Section	Cost plus 50%
c)	Lab procedures in the Medicare Section	Cost plus 20%
d)	Respiratory Therapy	Cost plus 20%
e)	Speech Therapy	Cost plus 20%
f)	Occupational Therapy	Cost plus 20%
g)	Physical Therapy	Cost plus 20%
4. That the County Clerk shall provide a copy of this signed resolution to the Administrator of the McLean County Nursing Home, the County Treasurer, and the County Administrator.

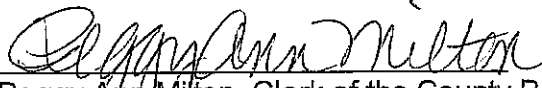
EFFECTIVE DATE: This resolution shall be in full force and effect on January 1, 2006; and this Resolution shall supersede any previous resolution establishing Nursing Home care rates.

(2)

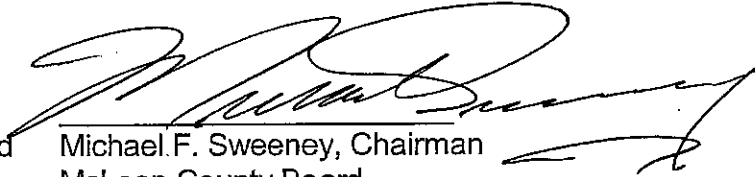
ADOPTED by the County Board of McLean County, Illinois, this 20th day of December, 2005.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board

E:\Ann\Resolutions\NH2006RATE.RES.doc

November 29, 2005

To: Matt Sorenson, Chairman, Finance Committee.  
 Members of the Finance Committee

From: Don Lee, Administrator  
 McLean County Nursing Home

Re: 2006 Private Pay Rate

Each year, as the budget is reviewed, the Committee also reviews the charges for care at the McLean County Nursing Home to make certain that the Private Pay rate is adequate to cover the cost of providing care. The proposed increase was incorporated into the revenue projections of the 2006 proposed budget.

The rate is determined by a mathematical computation. The total approved budget is divided by the anticipated number of patient days to arrive at an average cost per patient day. This is then recommended to the McLean County Board for adoption as the new Private Pay rate. Below is the computation used for the 2006 fiscal year:

1. 2006 Budget		\$6,270,506
Less proposed capital expenditures		-188,770
Plus 2004 depreciation		<u>166,014</u>
Projected 2006 Cost of Operation		6,247,750
2. Average census	139 residents per day	
3. Projected days	50735 (139 X 365 days per year)	
4. Cost per day	123.14 (\$6,247,750 / 50,735)	

Because we never expend the budget request, I recommend the Committee approve the rate of \$123.00 per day effective January 1, 2006, and forward that recommendation to the McLean County Board for approval.

The daily rate for the Medicare Certified section is established at an arbitrary amount above the Private Pay rate and is only used for cost reporting purposes. I recommend that the McLean County Board maintain the daily rate for the Medicare Certified section at \$150.00 per day effective January 1, 2006.

Members Sorenson/Selzer moved the County Board approve a Request for Approval of the FY'2006 Private Pay Rate Increase to \$123.00 Per Day Effective January 1, 2006 – Nursing Home. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

AN ORDINANCE OF THE McLEAN COUNTY BOARD  
SETTING FEES TO BE CHARGED BY THE McLEAN COUNTY CLERK  
FOR COPIES OF BIRTH, MARRIAGE AND DEATH CERTIFICATES

WHEREAS, 55 *ILCS* 5/4-5001 allows the McLean County Board and the County Clerk to conduct a user fee study of the fees charged by the County Clerk and to raise the fees charged by the County Clerk if the full cost of the services provided exceeds the statutory fee; and,

WHEREAS, 55 *ILCS* 5/4-5001 requires that an independent, professional cost accounting firm be retained to complete the cost accounting study of the fees charged by the County Clerk; and,

WHEREAS, the McLean County Board and the County Clerk retained the services of MAXIMUS, Inc., a national cost accounting firm with substantial experience in analyzing the cost of fee services in accordance with the provisions of 55 *ILCS* 5/4-5001 and the United States Office of Management and Budget Circular A-87; and,

WHEREAS, the Cost Accounting Study of the Fees charged by the County Clerk documented that the full cost of services provided for the First Certified Copy of a Birth Certificate, a Marriage Certificate, or a Death Certificate exceeds the current revenue received and, therefore, the County Board is permitted to adjust current fee levels of these services to recover the actual cost of services provided; and,

WHEREAS, the County Clerk has carefully reviewed the findings of the Cost Accounting Study and has recommended to the Finance Committee that the fees charged by the County Clerk for the First Certified Copy of a Birth Certificate, a Marriage Certificate, or a Death Certificate be adjusted in accordance with the provisions of 55 *ILCS* 5/4-5001; and,

WHEREAS, in addition to the fee charged by the County Clerk for the First Certified Copy of a Birth Certificate, a Marriage Certificate, or a Death Certificate, the County Clerk is also permitted to charge an additional \$2.00 fee for document storage and retention; and,

WHEREAS, in addition to the fee charged by the County Clerk for the First Certified Copy of a Death Certificate, the County Clerk is also required to charge an additional \$2.00 fee that is remitted to the State of Illinois for the maintenance of a State database; and,

WHEREAS, adoption of the fees as recommended will result in an equitable total cost of obtaining said documents from the County Clerk or from the County Health Department; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, December 6, 2005, recommended that the fees charged by the County Clerk for the First Certified Copy of a Birth Certificate, a Marriage Certificate, or a Death Certificate be adjusted in accordance with the schedule of fees for service incorporated in this Ordinance;



(2)

NOW, THEREFORE, BE IT ORDAINED by the McLean County Board as follows:

- (1) The fees charged by the County Clerk for the following services shall be established and set in accordance with the following schedule:

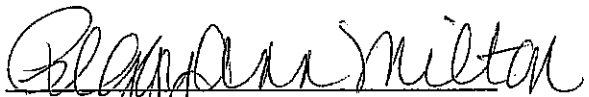
	<u>Current</u>	<u>New</u>
(a) <u>For the First Certified Copy of a Birth Certificate:</u>	\$ 8.00	\$ 10.00
(b) <u>For the First Certified Copy of a Marriage Certificate:</u>	\$ 8.00	\$ 10.00
(c) <u>For the First Certified Copy of a Death Certificate:</u>	\$ 6.00	\$ 8.00

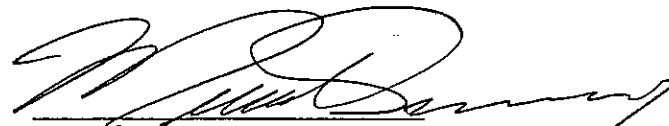
- (2) This Ordinance shall not supersede any other Ordinance enacted by the McLean County Board which establishes and sets fees to be charged for other services provided by the McLean County Board.
- (3) The County Clerk shall provide a Certified Copy of this Ordinance to the McLean County Clerk and the County Administrator.
- (4) This Ordinance shall become effective immediately.

ADOPTED by the McLean County Board this 20th day of December, 2005.

ATTEST:


APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board



**PeggyAnn Milton**  
**McLean County Clerk**  
(309) 888-5190  
Fax (309) 888-5932  
115 E Washington Street, Room 102  
PO Box 2400  
Bloomington, IL 61702-2400  
Website: [www.mcleancountyil.gov/countyclerk](http://www.mcleancountyil.gov/countyclerk)

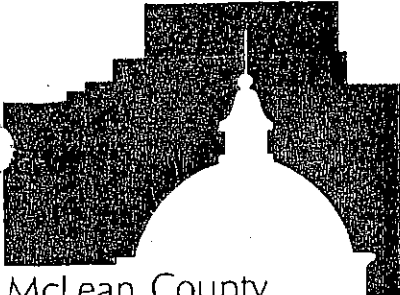
DATE: December 7, 2005  
TO: Chairman Sorensen  
Honorable Members of the Finance Committee  
FROM: PeggyAnn Milton   
RE: Increase in Fees

We respectfully request authorization to increase our fees as follows:

- First certified copy of birth, marriage, and death certificates increased to a total of \$12.00.
- All additional copies of the same record will be a total of \$6.00.

Thank you for your consideration of this matter.

Enclosures



McLean County

Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309)888-5450

---

June 6, 2005

Peggy Ann Milton, County Clerk  
Government Center  
McLean County Clerk's Office  
115 E Washington Street, Room 102  
PO Box 2400  
Bloomington, IL 61702-2400

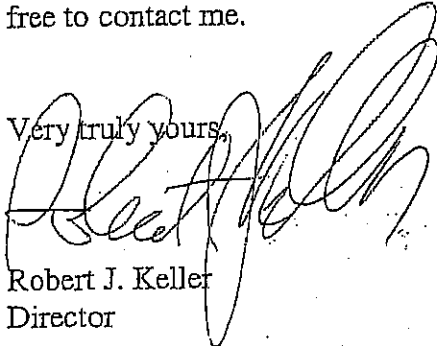
Dear Peggy Ann:

Pursuant to our meeting of June 3<sup>rd</sup>, I wish to convey my support for your office's move to increase fees charged for first copies of certified birth and death certificates from \$10 to \$12 as part of the 2006 budget development process. The Health Department also plans to propose increasing charges for first copies for 2006 to mirror your proposed changes and will increase its charges for second certified copies of birth and death certificates to parallel the fees currently charged by the County Clerk.

I appreciate greatly the cooperation exhibited by your office in planning for these changes. I also value the cooperative posture you and your staff has taken in coordinating vital records operations within the county.

If I can be of any assistance to you during the budget development process, please feel free to contact me.

Very truly yours,



Robert J. Keller  
Director

Cc: Nancy Hannah, Office Support Specialist II  
Donalda Voss, Administrative Support Supervisor II

Findings

	Annual Demand	Current Revenue		Actual Cost		Difference	
		Unit Price	Total	Unit Cost	Total	Per one	Total
1st copy of any record (incl. B/D/M)	11,155	\$5.00	\$55,775	\$20.14	\$224,671	\$15.14	\$168,896
Fireworks permits	3	\$5.00	\$15	\$20.80	\$62	\$15.80	\$47
Class E Liquor Licenses	13	\$5.00	\$67	\$20.80	\$277	\$15.80	\$211
Marriage License	1,100	\$15.00	\$16,500	\$24.85	\$27,337	\$9.85	\$10,837
Cancel tax sale, issue cert of redemption	1,000	\$3.00	\$3,000	\$72.82	\$72,819	\$69.82	\$69,819
Attend tax sale, issue cert & seal per tract or town lot	1,000	\$5.00	\$5,000	\$14.99	\$14,990	\$9.99	\$9,990
Total			\$80,357		\$340,158		\$259,801

Automation fund charges apply to services in the County Clerk's office. These fees, authorized by statute, should continue to be charged in addition to the fees for services determined in our study. The current revenues and actual costs listed above do not include automation fund charges.

Approach

Our approach to determining the cost of fee services included review of the budget and other financial reports, personal interviews with the County Clerk and Chief Deputy County Clerk, and development of models to account for the costs of services. The models consider how many times each service is performed annually, the effort and labor cost of service, the cost of non-labor line items from the department's budget, and allocations of cost from other county departments.

**Labor Costs** The analysis of labor costs is Exhibit 1 to this report. Individual employee compensation data has been hidden, for the privacy of the individuals involved. It is based on current pay rates. We will make this information available upon request, but absent any such request, see no reason to publish this information.

The model reports labor cost of fee services. Activity by activity, we document what the department told us about who works on each service and how long they spend at each activity. The model then determines the labor costs of all staff related to each activity.

The following narrative describes the technical details of the models. The models list services in columns across the top of each page: 1) "General & Administrative," 2) the

**Pascua, Maria**

---

**From:** Bruce B Cowans/MAXIMUS [brucecowans@maximus.com]  
**Sent:** Wednesday, July 06, 2005 1:41 PM  
**To:** Pascua, Maria  
**Subject:** Permissibility of fee increase based on earlier study

Dear Maria:

You asked if our 2001 fee study may be used for a fee increase in 2005. The answer is "yes" if the following conditions apply:

- The County did not implement prices in 2001 as high as actual cost,
- The new increase does not exceed the cost of services determined in the prior study, and
- The department's budget is at least as large as it was in the prior study.

Please call me at 847-513-5508 if you have additional questions.

Yours truly,  
Bruce Cowans  
Senior Vice President  
MAXIMUS, Inc.  
600 River Drive, Suite 200  
Northbrook, IL 60062

Members Sorensen/Owens moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Setting Fees to be Charged by the McLean County Clerk for Copies of Birth, Marriage, and Death Certificates – County Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:



Peggy Ann Milton  
County Clerk  
McLean County  
115 E. Washington Street, Room 102  
Bloomington, IL 61702

Dear Peggy Ann,

Fidlar Election Company is pleased to offer the following voting system proposal for your review and consideration:

66 Precincts  
52 Polling Places  
57,000 Registered Voters

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
66	341-2111 TSX Touch Screen- 663-1141,541-2213 Voting Booth with Power Cord, 642-2113 128MB Memory Card	\$ 326,700.00
66	144-111,312-3111 VIBS Kit	Included
66	VV-PAT AccuVote Printer Module	Included
66	Optical Scan Accumulation Adapter	Included
66	642-1123KCT Software License	Included
66	Project Coordination and Management	Included
76	Voter Card Encoder	Included
132	Supervisor Cards	Included
520	Voter Cards	Included
10	Security Cards	Included
	<b>Total ADA Compliance</b>	<b>\$ 326,700.00</b>

<b>Total Price for Voting Solution:</b>	<b>\$ 326,700.00</b>
<b>Less HAVA Reimbursement: (ADA)</b>	<b>\$ (326,700.00)</b>
<b>Remaining Balance Due March 1, 2006</b>	<b>\$</b>

Financing Options available net of HAVA reimbursements.

Accepted

Y N	1	Staff Training Per Day (Plus Expenses)	Included
Y N	2	Train The Trainer (2 Days)	Included
Y N	2	Election Judge Training	Included <sup>®</sup>

**FOB Manufacturer**

**Contract contingent upon County receiving HAVA reimbursement funds**

**ACCEPTED:**

**McLean County**

**Fidlar Election Company**



---

Peggy Ann Milton

County Clerk

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

---

Dana Clark

Account Manager

Date: 12/4/2005

**SCHEDULE B**

**Software License and Hardware Maintenance Services Provided by Fidlar Election Company**

**Starting January 2007 per AccuVote unit**

		<b>Annual Software Use License</b>		
	0	AccuVote OS	\$ 11.00	\$ -
	66	AccuVote TSx	\$ 5.00	\$ 330.00
Accepted				
Y N	0	Annual Maintenance of OS unit	\$ 275.00	\$ -
Y N	66	Annual Maintenance of TSx unit	\$ 125.00	\$ 8,250.00

\* This amount or a prorated amount will be billed upon contract signing.

\*Included in contract at no additional charge will be additional Voter Card Encoders (up to 56) and additional Voter Access Cards (up to 140) Only if needed.

Client agrees to purchase, and Fidlar Election Company agrees to furnish, required annual software use license and specified hardware service on equipment listed above.

All equipment listed and its components (i.e., motherboard, power supplies, RAM, print heads, etc.), are covered by this Schedule B. Consumables (i.e., scanner cleaning kits, pm kits, cables, paper, ribbons, media, diskettes, etc.), are not covered under the terms of this Schedule B.

**ACCEPTED:**  
**McLean County**

\_\_\_\_\_  
Peggy Ann Milton  
County Clerk  
Date: \_\_\_\_\_

**Fidlar Election Company**



\_\_\_\_\_  
Dana Clark  
Account Manager  
Date: 12/4/2005





**PeggyAnn Milton**  
**McLean County Clerk**

(309) 888-5190

Fax (309) 888-5932

Tax Administration (309) 888-5187

Elections Administration (309) 888-5186

104 W. Front Street, Room 704 • P.O. Box 2400 • Bloomington, IL 61702-2400

E-mail: [peggyann@mclean.gov](mailto:peggyann@mclean.gov) Website: [www.mclean.gov/countyclerk](http://www.mclean.gov/countyclerk)

Government Center  
115 E Washington Street, Room 102

PO Box 2400


Bloomington, IL 61702-2400

[www.mcleancountyil.gov/countyclerk](http://www.mcleancountyil.gov/countyclerk)

[peggyann.milton@mcleancountyil.gov](mailto:peggyann.milton@mcleancountyil.gov)

DATE: December 1, 2005

TO: Honorable Chairman and Members of the Finance Committee

FROM: PeggyAnn Milton 

RE: Request for Bid for DRE Voting System and Proposal

Enclosed you will find a Proposal from Fidlar Election Co. Our RFB was mailed (certified) to all vendors seeking State Board of Elections certification; a publication was in the Pantagraph, and the RFB was available on our website. Fidlar Election Co. is the only vendor that responded with a bid (bid will be available for review at the finance meeting).

As you are aware, we currently administer our election process with Fidlar's registration system as well as their optical scan election equipment. Should this proposal be accepted, a seamless integration is expected when incorporating the DRE system in our polling places. It is our plan to use DRE equipment for early voting as well. At this time we anticipate early voting in our office, Town of Normal, and possibly ISU.

If you have any questions, please let me know. Also, Fidlar will be available should you desire them to be present at our December Board Meeting.

Your consideration of the enclosed proposal is appreciated.

Thank you.

Enclosures

cc: John Zeunik  
Terry Lindberg

*"We look forward to serving you."*



November 28, 2005

The Honorable Peggy Ann Milton  
McLean County Clerk  
115 East Washington Street – Room 102  
Bloomington, IL 61702-2400

Dear Ms. Milton:

Fidlar Election Company is pleased to provide McLean County with a proposal for DRE Voting System.

Fidlar is committed to the successful implementation and conduct of elections. We fully understand that successful elections just don't happen but are a result of careful planning, thorough training and extensive testing. This kind of commitment is critical when converting to a new voting system.

Help America Vote Act (HAVA) has placed additional responsibilities and challenges on election authorities, our plan is to make this transition as painless as possible.

In conjunction with Diebold Election Systems, Inc. (DESI) we are proposing the AccuVote-TS touch screen voting system. DESI manufactures the AccuVote equipment in the United States and is the developer of the Global Election Management System (GEMS) application software. Fidlar is the exclusive dealer of the DESI product line in Illinois and is responsible for the sales and support of the AccuVote System.

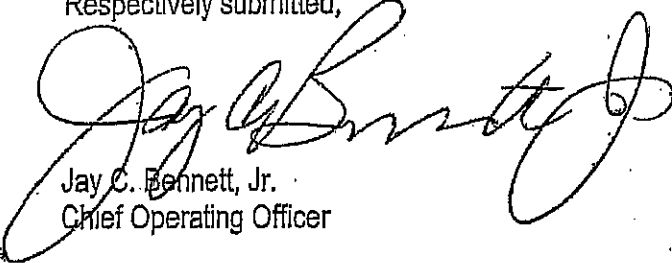
The equipment proposed herein is certified by the independent testing agencies. The AccuVote System also meets or exceeds the Federal Election Commission Voting System Standards and is approved by *National Association of State Election Directors (NASSED)*.

The AccuVote System has a very successful track record across the nation. A customer list is enclosed for your reference. We encourage you to contact the election authority in any of these accounts. This is not a reference list of selected accounts but a complete customer list.

We have read the RFP and acknowledge the conditions and requirements stated therein. We have clearly noted any deviations and/or provided clarification where necessary.

We sincerely appreciate your consideration and look forward to continuing our long and successful business relationship with McLean County.

Respectively submitted,

A handwritten signature in black ink, appearing to read "Jay C. Bennett, Jr.", written in a cursive style.

Jay C. Bennett, Jr.  
Chief Operating Officer

Members Sorensen/Dean moved the County Board approve a Request for Approval to Award Bid Received from Fidler Election Company for the Purchase of DRE Voting System – County Clerk’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION ADOPTING THE McLEAN COUNTY CAFETERIA PLAN

WHEREAS, pursuant to Section 125 of the Internal Revenue Service Code, the McLean County Board, at their regular meeting on December 21, 1994, approved a resolution adopting the McLean County Cafeteria Plan, including a Dependent Care Flexible spending Account, effective March 1994; and

WHEREAS, pursuant to Section 125 of the Internal Revenue Service Code, the McLean County Board is required to approve a Resolution adopting and amending the Section 125 Cafeteria Plan; and

WHEREAS, the Finance Committee of the McLean County Board, at its regular meeting on December 6, 2005 recommended approval of the Resolution Adopting the McLean County Cafeteria Plan and amendments thereto; now, therefore

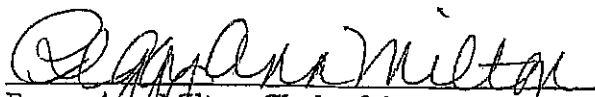
BE IT RESOLVED by the McLean County Board as follows:

1. The form of Cafeteria Plan, including a Dependent Care Flexible Spending Account and Health Flexible Spending Account, effective January 1, 2006, is hereby approved and adopted and the duly authorized agents of McLean County are hereby authorized and directed to execute and deliver to the Plan Administrator one or more counterparts of the Plan.
2. The Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan and set up adequate accounting and administrative procedures to provide benefits under the Plan.
3. The duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the Summary Description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.
4. Attached to this Resolution as Exhibits A and B respectively are true copies of the McLean County, Illinois Cafeteria Plan as amended and restated, and the Summary Plan Description approved and adopted in the foregoing Resolution.

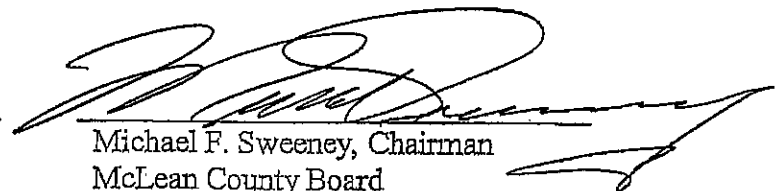
ADOPTED by the McLean County Board this 20<sup>th</sup> day of December, 2005.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board

EXHIBIT A

MCLEAN COUNTY, ILLINOIS SECTION 125 PLAN

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## MCLEAN COUNTY, ILLINOIS SECTION 125 PLAN

### INTRODUCTION

The Employer has amended this Plan effective January 1, 2006, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on February 1, 1994. The Plan shall be known as McLean County, Illinois Section 125 Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

### ARTICLE I DEFINITIONS

1.1 "Administrator" means the individual(s) or corporation appointed by the Employer to carry out the administration of the Plan. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan. In the event the Administrator has not been appointed, or resigns from a prior appointment, the Employer shall be deemed to be the Administrator.

1.2 "Affiliated Employer" means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 "Benefit" means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 "Cafeteria Plan Benefit Dollars" means the amount available to Participants, pursuant to Article III, to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 "Compensation" means the amounts received by the Participant from the Employer during a Plan Year.

1.7 "Dependent" means any individual who qualifies as a dependent under an Insurance or under Code Section 152 (as modified by Code Section 105(b)).

1.8 "Effective Date" means February 1, 1994.

1.9 "Election Period" means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 "Eligible Employee" means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

Employees who work less than 1,000 hours per year shall not be eligible to participate in the Plan.

1.11 "Employee" means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 "Employer" means McLean County Treasurer and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan.

1.13 "Grace Period" means, with respect to any Plan Year, the time period ending on the fifteenth day of the third calendar month after the end of such Plan Year, during which Medical Expenses and Employment-Related Dependent Care Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.

1.14 "Insurance Contract" means any contract issued by an Insurer underwriting a Benefit.

1.15 "Insurance Premium Payment Plan" means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.16 "Insurer" means any insurance company that underwrites a Benefit under this Plan.

1.17 "Key Employee" means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.18 "Participant" means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.19 "Plan" means this instrument, including all amendments thereto.

1.20 "Plan Year" means the 12-month period beginning January 1 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.21 "Premium Expenses" or "Premiums" mean the Participant's cost for the Benefits described in Section 4.1.

1.22 "Premium Reimbursement Account" means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.23 "Salary Redirection" means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.24 "Salary Redirection Agreement" means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.25 "Spouse" means "spouse" as defined in an Insurance or the legally married husband or wife of a Participant, unless legally separated by court decree.

## ARTICLE II PARTICIPATION

### 2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of his date of employment (or the Effective Date of the Plan, if later). However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

### 2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section 2.1.

### 2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate and election of benefits form which the Administrator shall furnish to the Employee. The election made on such form shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to execute a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

### 2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) His termination of employment, subject to the provisions of Section 2.6;
- (b) The end of the Plan Year during which he became a limited Participant because of a change in employment status pursuant to Section 2.5;
- (c) His death, subject to the provisions of Section 2.7; or
- (d) The termination of this Plan, subject to the provisions of Section 10.2.

### 2.5 CHANGE OF EMPLOYMENT STATUS

If a Participant ceases to be eligible to participate because of a change in employment status or classification (other than through termination of employment), the Participant shall become a limited Participant in this Plan for the remainder of the Plan Year in which such change of employment status occurs. As a limited Participant, no further Salary Redirection may be made on behalf of the Participant, and, except as otherwise provided herein, all further Benefit elections shall cease, subject to the limited Participant's right to continue coverage under any Insurance Contracts. However, any balances in the limited Participant's Dependent Care Flexible Spending Account may be used during such Plan Year to reimburse the limited Participant for any allowable Employment-Related Dependent Care incurred during the Plan Year. Subject to the provisions of Section 2.6, if the limited Participant later becomes an Eligible Employee, then the limited Participant may again become a full Participant in this Plan, provided he otherwise satisfies the participation requirements set forth in this Article II as if he were a new Employee and made an election in accordance with Section 5.1.

## 2.6 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

(a) With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.

(b) With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for the remainder of the Plan Year in which such termination occurs, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.

(c) In the event a Participant terminates his participation in the Health Flexible Spending Account during the Plan Year, if Salary Redirections are made other than on a pro rata basis, upon termination the Participant shall be entitled to a reimbursement for any Salary Redirection previously paid for coverage or benefits relating to the period after the date of the Participant's separation from service regardless of the Participant's claims or reimbursements as of such date.

(d) With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

## 2.7 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's beneficiaries, or the representative of his estate, may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. A Participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the Administrator may designate the Participant's Spouse, one of his Dependents or a representative of his estate.

ARTICLE III  
CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year. In the event Salary Redirections to the Health Flexible Spending Account are not made on a pro rata basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.6.

ARTICLE IV  
BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- (3) Health Insurance Benefit
- (4) Dental Insurance Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her spouse, and his or her Dependents.

(b) The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

#### 4.5 DENTAL INSURANCE BENEFIT

(a) Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

#### 4.6 NONDISCRIMINATION REQUIREMENTS

(a) It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.



ARTICLE V  
PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so before his effective date of participation pursuant to Section 2.2. However, if such Employee does not complete an application to participate and benefit election form and deliver it to the Administrator before such date, his Election Period shall extend 30 calendar days after such date, or for such further period as the Administrator shall determine and apply on a uniform and nondiscriminatory basis. However, any election during the extended 30-day election period pursuant to this Section 5.1 shall not be effective until the first pay period following the later of such Participant's effective date of participation pursuant to Section 2.2 or the date of the receipt of the election form by the Administrator, and shall be limited to the Benefit expenses incurred for the balance of the Plan Year for which the election is made.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

### 5.3 FAILURE TO ELECT

Any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be treated in the following manner:

(a) With regard to Benefits available under the Plan for which no Premium Expenses apply, such Participant shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

### 5.4 CHANGE IN STATUS

(a) Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a spouse, the death of a spouse or dependent, or a dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, spouse or dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's spouse, or dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

(1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a spouse, legal separation or annulment;

(2) Number of Dependents: Events that change a Participant's number of dependents, including birth, adoption, placement for adoption, or death of a dependent;

(3) Employment Status: Any of the following events that change the employment status of the Participant, spouse, or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, spouse, or dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, spouse or dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

(b) Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) Notwithstanding subsection (a), in the event of a judgment, decree, or order ("order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) which requires accident or health coverage for a Participant's child (including a foster child who is a dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's spouse

or dependent if the Participant or the Participant's spouse or dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's spouse or dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's spouse or dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a spouse's, former

spouse's or dependent's employer if (1) the cafeteria plan or other benefits plan of the spouse's, former spouse's or dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a spouse's, former spouse's or dependent's employer.

A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

## ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

### 6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

### 6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) "Health Flexible Spending Account" means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant may be reimbursed.

(b) "Highly Compensated Participant" means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

(3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) "Medical Expenses" means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and as allowed under Code Section 105 and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's spouse or individual policies maintained by the Participant or his spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

### 6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

### 6.4 LIMITATION ON ALLOCATIONS

Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, no more than \$5,000 may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year.

### 6.5 NONDISCRIMINATION REQUIREMENTS

(a) It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor

discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

#### 6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

#### 6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) All Medical Expenses incurred by a Participant shall be reimbursed during the Plan Year subject to Section 2.6, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within the 45 day period immediately following the end of the Plan Year and the Grace Period, those Medical Expense claims shall not be considered for reimbursement by the Administrator.

(d) Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be

made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(e) Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates. The time for submission of claims incurred during the Plan Year and the Grace Period for such Plan Year shall be 45 days after the end of the Grace Period.

## ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

### 7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

### 7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) "Dependent Care Flexible Spending Account" means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) "Earned Income" means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) "Employment-Related Dependent Care Expenses" means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for



which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a dependent of such Participant or such Participant's Spouse.

(d) "Qualifying Dependent" means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

### 7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

### 7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

### 7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

### 7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

### 7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year.

### 7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

### 7.9 LIMITATION ON PAYMENTS

Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

## 7.10 NONDISCRIMINATION REQUIREMENTS

(a) It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

## 7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## 7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
  - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
  - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
  - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
  - (1) the Spouse's salary or wages if he or she is employed, or
  - (2) if the Participant's Spouse is not employed, that
    - (i) he or she is incapacitated, or

(ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

(i) Notwithstanding anything in this Section to the contrary, Employment-Related Dependent Care Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(j) If a Participant fails to submit a claim within the 45 day period immediately following the end of the Plan Year and the Grace Period, those claims shall not be considered for reimbursement by the Administrator.

## ARTICLE VIII BENEFITS AND RIGHTS

### 8.1 CLAIM FOR BENEFITS

(a) Any claim for Benefits underwritten by an Insurance Contract shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

(b) Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. If a Participant fails to submit a claim within the 45 day period immediately following the end of the Plan Year and Grace Period (if applicable), those claims shall not be considered for reimbursement by the Administrator. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
- (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
- (3) an explanation of the Plan's claim procedure.

(c) Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

- (1) request a review upon written notice to the Administrator;
- (2) review pertinent documents; and

(3) submit issues and comments in writing.

(d) A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) Any balance remaining in the Participant's Dependent Care Flexible Spending Account or Health Flexible Spending Account as of the end of each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

## 8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall first be used to defray any administrative costs and experience losses and thereafter be retained by the Employer.

## ARTICLE IX ADMINISTRATION

### 9.1 PLAN ADMINISTRATION

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details, subject, however, to the pertinent provisions of the Code. The Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan;
- (f) To approve reimbursement requests and to authorize the payment of benefits; and
- (g) To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

## 9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

## 9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

#### 9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

#### 9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

### ARTICLE X AMENDMENT OR TERMINATION OF PLAN

#### 10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

#### 10.2 TERMINATION

The Employer is establishing this Plan with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 45 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.



ARTICLE XI  
MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual

insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

#### 11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

#### 11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

#### 11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

#### 11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Illinois.

#### 11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

#### 11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

#### 11.14 CONTINUATION OF COVERAGE

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations.

#### 11.15 FAMILY AND MEDICAL LEAVE ACT

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

#### 11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

#### 11.17 UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations thereunder.

#### 11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) If the Health Flexible Spending Account under this Cafeteria Plan is subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.

(c) Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.

(d) The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

## 11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

IN WITNESS WHEREOF, this Plan document is hereby executed this  
\_\_\_\_\_ day of \_\_\_\_\_.

By \_\_\_\_\_  
Chairman, McLean County Board

Attest: \_\_\_\_\_  
McLean County Clerk

ADOPTING RESOLUTION

The undersigned McLean County Treasurer (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on \_\_\_\_\_, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account effective January 1, 2006, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of McLean County, Illinois Section 125 Plan as amended and restated and the Summary Plan Description approved and adopted in the foregoing resolutions.

\_\_\_\_\_  
Chairman, McLean County Board

\_\_\_\_\_  
McLean County Clerk

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



**EXHIBIT B**

**MCLEAN COUNTY, ILLINOIS SECTION 125 PLAN  
SUMMARY PLAN DESCRIPTION**

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XI  
SUMMARY

## **MCLEAN COUNTY, ILLINOIS SECTION 125 PLAN**

### **INTRODUCTION**

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

#### **I**

### **ELIGIBILITY**

#### **1. When Can I Become a Participant in the Plan?**

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

**2. What Are the Eligibility Requirements for Our Plan?**

You will be eligible to join the Plan as of your date of hire with us. Of course, if you were already a participant before this amendment, you will remain a participant.

**3. When Is My Entry Date?**

You can join the Plan on the day you meet the eligibility requirements.

**4. Are There Any Employees Who Are Not Eligible?**

Yes, there are certain employees who are not eligible to join the Plan. They are:

-- Employees who work less than 1,000 hours per year

**5. What Must I Do to Enroll in the Plan?**

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for the benefits you have elected.

However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan.

**II  
OPERATION**

**1. How Does This Plan Operate?**

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the section entitled "General Information About Our Plan" for the definition of "Plan Year.")

**III  
CONTRIBUTIONS**

**1. How Much of My Pay May the Employer Redirect?**

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the insurance coverage provided unless you elect not to receive any or all of such coverage. These amounts will be deducted from your pay over the course of the year.

## **2. What Happens to Contributions Made to the Plan?**

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

## **3. When Must I Decide Which Accounts I Want to Use?**

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance unless you elect, during the election period (defined below), not to participate in the Plan.

## **4. When Is the Election Period for Our Plan?**

Your election period will start on the date you first meet the eligibility requirements and end 30 days after your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

## **5. May I Change My Elections During the Plan Year?**

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and

-- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

#### **6. May I Make New Elections in Future Plan Years?**

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.



## IV BENEFITS

### 1. What Benefits Are Available?

Under our Plan, you can choose to receive your entire compensation or use a portion to pay for the following benefits or expenses during the year:

#### Health Flexible Spending Account:

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our insured medical plan and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for out-of-pocket medical, dental and/or vision expenses incurred by you and your dependents. In addition, you may claim reimbursement for your drug costs, including "over-the-counter" drugs. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account each Plan Year is \$5,000. In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month.

**Newborns' and Mothers' Health Protection Act:** Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

#### Dependent Care Flexible Spending Account:

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws:

(b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and

(c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan. The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents). Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

#### Premium Expense Account:

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we offer you. These premium expenses include:

- Health care premiums under our insured group medical plan.
- Dental insurance premiums.

Under our Plan, we will establish sub-accounts for you for each different type of insurance coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

V  
**BENEFIT PAYMENTS**

**1. When Will I Receive Payments From My Accounts?**

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

**2. What Happens If I Don't Spend All Plan Contributions During the Plan Year?**

If you have not spent all the amounts in your Health Flexible Spending Account or Dependent Care Flexible Spending Account by the end of the Plan Year, you may continue to incur claims for expenses during the "grace period." The "grace period" extends 2 1/2 months after the end of the Plan Year, during which time you can continue to incur claims and use up all amounts remaining in your Health Flexible Spending Account or Dependent Care Flexible Spending Account.

Any monies left at the end of the Plan Year and the grace period will be forfeited. Obviously, qualifying expenses that you incur late in the Plan Year or during the grace period for which you seek reimbursement after the end of such Plan Year and grace period will be paid first before any amount is forfeited. However, you must make your requests for reimbursement no later than 45 days after the end of the grace period. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

**3. Family and Medical Leave Act (FMLA)**

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and

are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

#### **4. Uniformed Services Employment and Reemployment Rights Act (USERRA)**

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

#### **5. What Happens If I Terminate Employment?**

If you leave our employ during the Plan Year, your right to benefits will be determined in the following manner:

- (a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.
- (b) You will still be able to request reimbursement for qualifying dependent care expenses for the remainder of the Plan Year from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after you terminate.
- (c) For health benefit coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA."

#### **6. Will My Social Security Benefits Be Affected?**

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

## **VI HIGHLY COMPENSATED AND KEY EMPLOYEES**

#### **1. Do Limitations Apply to Highly Compensated Employees?**

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor

the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

## VII PLAN ACCOUNTING

### 1. Periodic Statements

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

## VIII GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

### 1. General Plan Information

McLean County, Illinois Section 125 Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your amended Plan become effective on January 1, 2006. Your Plan was originally effective on February 1, 1994.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

### 2. Employer Information

Your Employer's name, address, and identification number are:

McLean County Treasurer  
Room M101, 115 E. Washington Street  
Bloomington, Illinois 61702-2400  
E994994605

**3. Plan Administrator Information**

The name, address and business telephone number of your Plan's Administrator are:

McLean County Treasurer  
Room M101, 115 E. Washington Street  
Bloomington, Illinois 61702-2400  
309-888-5113

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

**4. Service of Legal Process**

The name and address of the Plan's agent for service of legal process are:

McLean County Treasurer  
Room M101, 115 E. Washington Street  
Bloomington, Illinois 61702-2400

**5. Type of Administration**

The type of Administration is Employer Administration.

**6. Claims Submission**

Claims for expenses should be submitted to:

Benefit Planning Consultants, Inc.  
P. O. Box 7500, 2110 Clearlake Blvd., Suite 200  
Champaign, IL 61826-7500

**IX  
ADDITIONAL PLAN INFORMATION**

**1. Claims Process**

You should submit reimbursement claims during the Plan Year, but in no event later than 45 days after the end of a Plan Year and the grace period (if it applies). Any claims submitted after that time will not be considered.

Claims for benefits that are insured will be reviewed in accordance with procedures contained in the policies. All other general claims or requests should be directed to the Administrator of our Plan. If a dependent care or medical expense claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your

beneficiary may submit a written request for reconsideration of the application to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

## X

### CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

#### 1. What is COBRA Continuation Coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

#### 2. Who Can Become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

- (a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered

Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

(b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

### **3. What is a Qualifying Event?**

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (a) The death of a covered Employee.
- (b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.



- (d) A covered Employee's enrollment in any part of the Medicare program.
- (e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

**4. What factors should be considered when determining to elect COBRA continuation coverage?**

You should take into account that a failure to continue your group health coverage will affect your rights under federal law. First, you can lose the right to avoid having pre-existing condition exclusions applied by other group health plans if there is more than a 63-day gap in health coverage and election of COBRA continuation coverage may help you avoid such a gap. Second, if you do not elect COBRA continuation coverage and pay the appropriate premiums for the maximum time available to you, you will lose the right to convert to an individual health insurance policy, which does not impose such pre-existing condition exclusions. Finally, you should take into account that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after Plan coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

**5. What is the Procedure for Obtaining COBRA Continuation Coverage?**

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified

Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

#### **6. What is the Election Period and How Long Must It Last?**

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin not later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and must not end before the date that is 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage.

Note: If a covered employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information.

The Trade Act of 2002 also created a new tax credit for certain TAA-eligible individuals and for certain retired employees who are receiving pension payments from the Pension Benefit Guaranty Corporation (PBGC) (eligible individuals). Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified health insurance, including continuation coverage. If you have questions about these new tax provisions, you may call the Health Coverage Tax Credit Consumer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282. More information about the Trade Act is also available at [www.doleta.gov/tradeact](http://www.doleta.gov/tradeact).

#### **7. Is a Covered Employee or Qualified Beneficiary Responsible for Informing the Plan Administrator of the Occurrence of a Qualifying Event?**

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,

- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) enrollment of the employee in any part of Medicare,

**IMPORTANT:**

**For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.**

**NOTICE PROCEDURES:**

Any notice that you provide must be ***in writing***. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

McLean County Treasurer  
Room M101, 115 E. Washington Street  
Bloomington, Illinois 61702-2400

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include a **copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives ***timely notice*** that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation

coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

**8. Is a Waiver Before the End of the Election Period Effective to End a Qualified Beneficiary's Election Rights?**

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

**9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?**

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

**10. When May a Qualified Beneficiary's COBRA Continuation Coverage be Terminated?**

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
- (e) The date, after the date of the election, that the Qualified Beneficiary first enrolls in the Medicare program (either part A or part B, whichever occurs earlier).

(f) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:

(1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or

(2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

#### **11. What Are the Maximum Coverage Periods for COBRA Continuation Coverage?**

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

(a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.

(b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries other than the covered Employee ends on the later of:

(1) 36 months after the date the covered Employee becomes enrolled in the Medicare program; or

(2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.

(c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.

(d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

**12. Under What Circumstances Can the Maximum Coverage Period Be Expanded?**

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-month maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

**13. How Does a Qualified Beneficiary Become Entitled to a Disability Extension?**

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

**14. Does the Plan Require Payment for COBRA Continuation Coverage?**

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

**15. Must the Plan Allow Payment for COBRA Continuation Coverage to be Made in Monthly Installments?**

Yes. The Plan is also permitted to allow for payment at other intervals.

**16. What is Timely Payment for payment for COBRA Continuation Coverage?**

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an

arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

**17. Must a Qualified Beneficiary be Given the Right to Enroll in a Conversion Health Plan at the End of the Maximum Coverage Period for COBRA Continuation Coverage?**

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

**18. How is My Participation in the Health Flexible Spending Account Affected?**

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money than you have taken out in claims. For example, if you elected to contribute an annual amount of \$500 and, at the time you terminate employment, you have contributed \$300 but only claimed \$150, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$500. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

**IF YOU HAVE QUESTIONS**

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and

phone numbers of Regional and District EBSA Offices are available through EBSA's website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

### **KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

### **XI SUMMARY**

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

Members Sorensen/Cavallini moved the County Board approve a Request for Approval of a Resolution Adopting the McLean County Cafeteria Plan, Section 125 of the Internal Revenue Service Code – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Sorensen, Chairman, presented the following:

RESOLUTION APPROVING QUALIFIED PARKING EXPENSES  
as an EXCLUSION from the EMPLOYEE'S GROSS INCOME and  
ESTABLISHING a PARKING EXPENSE BENEFIT PROGRAM

WHEREAS, pursuant to Section 132 of the Internal Revenue Service Code, qualified parking expenses are eligible to be excluded from an employee's gross income; and,

WHEREAS, pursuant to Section 132 of the Internal Revenue Service Code, qualified parking expenses are expenses incurred for parking on or near the employer's business premises, or at a location from which the employee commutes to work by carpool, commuter highway vehicle, mass transit facilities, transportation provided by any person in the business of transporting persons for compensation or hire, or by any other means; and,

WHEREAS, pursuant to Section 132 of the Internal Revenue Service Code, McLean County, as the employer, may establish a Parking Expense Benefit Program and may reimburse an employee for qualified parking expenses in accordance with such program; and,

WHEREAS, pursuant to Section 132 of the Internal Revenue Service Code, employees of McLean County who elect to participate in a Parking Expense Benefit Program may have qualified parking expenses deducted from gross income on a pre-tax basis; and,

WHEREAS, the Finance Committee of the McLean County Board, at its regular meeting on December 6, 2005 recommended approval of the Resolution Approving Qualified Parking Expenses as an Exclusion from the Employee's Gross Income and Establishing a Parking Expense Benefit Program; now, therefore,

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

1. The McLean County Board, pursuant to Section 132 of the Internal Revenue Service Code, hereby approves qualified parking expenses as an exclusion from the employee's gross income and hereby establishes a Parking Expense Benefit Program for the benefit of the employees of McLean County.
2. The Section 125 Cafeteria Plan Administrator for McLean County shall be instructed to take such actions that are deemed necessary and proper in order to implement the Parking Expense Benefit Program and to set up adequate accounting and administrative procedures to provide benefits under the Program.
3. The duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Parking Expense Benefit Program by delivering to each employee a copy of the Summary Description of the Parking Expense Benefit Program in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.
4. Attached to this Resolution as Exhibit A is a true copy of the McLean County, Illinois Parking Expense Benefit Program, as approved and adopted in the foregoing Resolution.

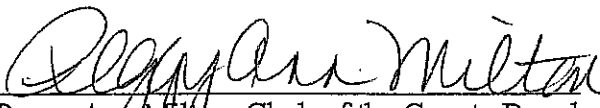
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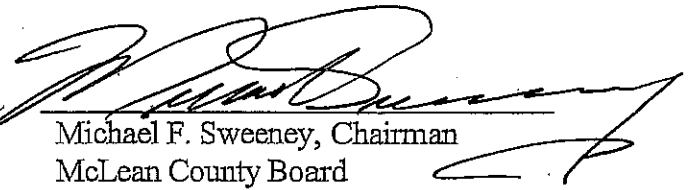
5. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the County Treasurer, County Auditor, County Administrator, and the Section 125 Cafeteria Plan Administrator for McLean County.

ADOPTED by the McLean County Board this 20<sup>th</sup> day of December, 2005.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

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## EXHIBIT A

### McLean County, IL Parking Expense Benefit Program

Your employer is pleased to announce that they have established a Parking Expense Benefit Program for you starting Jan 1, 2006. Under this program Qualified parking expenses you pay can be excluded from your gross income under IRC Sec. 132.

#### **What type of parking expenses may be excluded from gross income?**

Qualified parking expenses are expenses incurred for parking:

- On or near the employer's business premises; or
- At a location from which the employee commutes to work by carpool, commuter highway vehicle, mass transit facilities, transportation provided by any person in the business of transporting persons for compensation or hire, or by any other means.

The IRS regulations released in January 2001 state that parking expenses which qualify for exclusion from income because they are a) a working condition fringe benefit or b) an expense under an accountable plan under IRC 162-2 may not be reimbursed as a qualified parking expense.

#### **Is there a limit on the amount of parking expenses that can be excluded from gross income?**

Yes. For tax years beginning in 2006, no more than \$205 per month in qualified parking expenses may be excluded from an employee's gross income. The monthly exclusion amount may not be combined to allow deduction of parking expenses in excess of the statutory monthly limit. For example, an employee incurs \$150 in parking expenses for January and \$210 in February. The employer must include \$5 in the employee's gross income for the month of February, even though the employee did not use the full exclusion allowed for the month of January.

#### **Who is eligible?**

Employees who work at least 1000 hours per year are eligible to enroll.

#### **How do I enroll?**

You must submit a completed enrollment form to the Human Resources Department prior to the first day of the month you want to start having parking expenses deducted from your paycheck.

#### **How do I change my election?**

Revocation or changes of participation in the Plan can only be made on a monthly basis. Requests for changes/revocation in Parking Expense Fringe Benefit program are effective on the first of the month following receipt of new enrollment form by your Human Resources department. Changes cannot be made retroactively.

#### **Completion of The Claim Form**

- Complete all information on the claim form for each amount claimed for reimbursement. Please provide documentation in the form of a receipt for parking expenses including the date(s) of service(s) and name of service provider(s). Canceled checks and credit card statements are not acceptable. It is your responsibility to provide to provide support for this claim in the event of an audit by the IRS.
- You must sign and date the claim form.
- Claim forms should be faxed or mailed to Benefit Planning Consultants, Inc. The information on where to submit the claim is on the bottom of the claim form.

## Qualified Parking Expenses—A Fringe Benefit?

As a rule, items of value received from an employer are included in an employee's gross income. IRC Sec.132 provides an exception to this rule. Qualified parking expenses paid by either the employer or employee can be excluded from an employee's gross income.

### **What type of parking expenses may be excluded from gross income?**

Qualified parking expenses are expenses incurred for parking:

- On or near the employer's business premises; or
- At a location from which the employee commutes to work by carpool; commuter highway vehicle, mass transit facilities, transportation provided by any person in the business of transporting persons for compensation or hire, or by any other means.

The IRS regulations released in January 2001 state that parking expenses which qualify for exclusion from income because they are a) a working condition fringe benefit or b) an expense under an accountable plan under IRC 162-2 may not be reimbursed as a qualified parking expense.

### **Is there a limit on the amount of parking expenses that can be excluded from gross income?**

Yes. For tax years beginning in 2005, no more than \$200 per month in qualified parking expenses may be excluded from an employee's gross income. The monthly exclusion amount may not be combined to allow deduction of parking expenses in excess of the statutory monthly limit. For example, an employee incurs \$150 in parking expenses for January and \$205 in February. The employer must include \$5 in the employee's gross income for the month of February, even though the employee did not use the full exclusion allowed for the month of January.

### **Who may take advantage of this exclusion?**

Common law and statutory employees may take advantage of this exclusion. While partners, shareholders, and independent contractors cannot deduct qualified parking expenses, they may be able to deduct these expenses as a de minimis fringe benefit. Benefit Planning Associates welcomes the opportunity to help your organization examine its plan design(s) and make recommendations for improvement.

## **May an employer offer parking expense fringe benefits to a select group of employees?**

Yes, employers may choose to offer parking expense fringe benefits to all or only a select group of its employees. Qualified parking expense benefits may not be included in a Section 125 plan. Therefore, qualified expense benefits are not subject to non-discrimination and mid year election change rules.

## **Can an employer reimburse an employee for qualified parking expenses?**

Yes, but an employer must follow reasonable reimbursement procedures. For example, the employee must present the employer with a receipt for parking that is located on or near the employer's business premises. The employee must also certify that he or she used the parking. The employer cannot have any reason to doubt the employee's certification.

As an alternative to reimbursing the employee for incurred parking expenses, the employer may choose to pay the parking facility operator directly. An employer, however, may not advance cash to the employee for payment of the parking expense.

## **Can an employee take advantage of this exclusion even when the employer does not pay for the parking expenses?**

Yes. If an employee is offered a choice between cash compensation and qualified parking expenses, the amount of qualified parking expenses is not included in gross income if:

- A written election is made under a Compensation Reduction Arrangement;
- The amount of the election does not exceed the statutory monthly limit;
- The election is made before the employee is able to receive the cash compensation; and
- The election is irrevocable after the date the employee is able to receive the cash compensation.

## **What is an acceptable Compensation Reduction Arrangement?**

The following is just one example of an acceptable Compensation Reduction Arrangement:

Employer pays its employees on the 1st and 15th of every month. Before the first of every month, employees are permitted to reduce cash compensation in an amount not greater than \$200 for the upcoming month. Employees complete a written election form, which remains in force unless revoked. Revocations are effective the first of the month following the date received. Unused money withheld for qualified parking expenses may be carried over, but in no event may the employer reimburse the employee more than \$200 per month.

*Sample election and reimbursement forms are available.*

## **What if the employer provides parking on premises it owns or leases?**

As long as the value of parking benefit is not more than \$200 per month, this is acceptable. The value of parking is equal to the amount a non-employee would pay in an arm's-length transaction.

**What should an employee consider before choosing to elect qualified parking expense fringe benefits?**

The employee must weigh the advantages and disadvantages of electing to receive qualified parking expense fringe benefits. The advantage to the employee is tax savings. Whether the employer pays the parking expenses from its own funds, or allows the employee to reduce his or her gross income in exchange for payment of parking expenses, the employee realizes a tax savings. In either case, the amount of parking expenses incurred within the statutory limit is removed from gross income. The employee should weigh the tax savings against the impact a reduction of gross income may have on social security, life insurance, pension, and 401(k) benefits.

**What factors should an employer consider before choosing to offer qualified parking expense fringe benefits?**

The employer will benefit from a reduction of employee gross income because it lessens the employer's payroll tax liability. While employees may appreciate the tax savings, the employer should consider the administrative time involved and whether or not its payroll system can accommodate such an arrangement. Employers may consider using the services of a third party administrator.

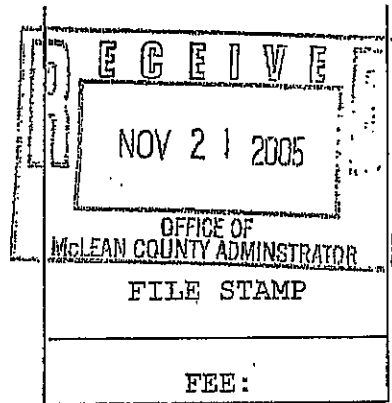
Benefit Planning Associates welcomes the opportunity to help your organization examine its plan design(s) and make recommendations for improvement.

*This copy of Plan Designs is not meant to be provided as legal advice. Readers seeking legal advice should contact an attorney.*

Members Sorensen/Harding moved the County Board approve a Request for Approval of a Resolution Approving Qualified Parking Expenses as an Exclusion from the Employee's Gross Income and Establishing a Parking Expense Benefit Program – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

**APPLICATION FOR A LICENSE TO OPERATE A RAFFLE**

Application is hereby made to operate a raffle under the regulations of the McLean County Ordinance to License and Regulate Raffles.



**LICENSE REQUESTED**

- Class A
- Class B
- Class C
- Class D

**APPLICANT**

NAME OF ORGANIZATION Central Catholic High School

MAILING ADDRESS 1201 Airport Road, Bloomington, IL 61704

TELEPHONE NUMBER (309) 661-7000

This organization was established 1968 and has been in existence  
(date)  
continuously since that time with a bonafide membership engaged in carrying out its objectives.  
(Section 24.64-5)

**DESIGNATED RAFFLE MANAGER**

NAME Chuck Schanaberger - Director of Development

ADDRESS 1201 Airport Road, Bloomington, IL 61704

TELEPHONE (309) 661-7000

**RAFFLE MANAGER'S BOND** (Check one)

- Fidelity Bond in the amount of \$300,000.00 attached as required in Section 24.67-1.
- Waiver of bond requested. (**Class A Raffles Only!** Attach sworn statement attesting to the unanimous vote of the members as required in Section 24.67-2.)

**OPERATION OF RAFFLE**

The area in which raffle chances will be sold or issued within the territory of McLean County which is under the jurisdiction of the Ordinance as of this date will be:  
All of McLean County

(List the unincorporated areas of McLean County and/or the name of any incorporated city, town, or village in which raffle chances are proposed to be sold or issued.)

The time period during which raffle chances will be sold or issued will be from December 24, 2005, through May 7, 2006, both (date) (date)

inclusive. (One year maximum.)

The determination of the winning chances will be held on May 7, 2006, at 1201 Airport Road, Bloomington, IL 61704 (exact location)

The price charged for each raffle chance sold or issued will be \$150.00 Per Chance.

**LIST OF ALL PRIZES OR MERCHANDISE TO BE AWARDED**

PRIZE OR MERCHANDISE	RETAIL VALUE
(1) Lot	\$ <u>200,000.00</u>
(2) Cash Prize of \$10,000.00	\$ <u>10,000.00</u>
(3)-(7) Cash Prizes of \$1,500.00	\$ <u>7,500.00</u>
(8)-(14) Cash Prizes of \$500.00	\$ <u>3,500.00</u>
(15)-(26) Cash Prizes of \$250.00	\$ <u>3,000.00</u>
(27)-(36) Cash Prizes of \$150.00	\$ <u>1,500.00</u>
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
AGGREGATE RETAIL VALUE OF ALL PRIZES OR MERCHANDISE	\$ <u>225,500.00</u>

Attach separate page if necessary to list all prizes or merchandise.



We, Joy Allen the presiding officer  
and Jeanne Osterbuhr the secretary of the

Central Catholic High School  
(exact name of applicant organization)

being duly sworn, hereby attest that the aforesaid organization is a

non-profit (Check one only; see Sections 24.62 and 24.64-5 of Ordinance for definitions.)

- |   |                                    |                                   |                                   |
|---|------------------------------------|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> Charitable             | <input type="checkbox"/> Religious | <input type="checkbox"/> Veterans | <input type="checkbox"/> Business |
| <input checked="" type="checkbox"/> Educational | <input type="checkbox"/> Fraternal | <input type="checkbox"/> Labor    | <input type="checkbox"/> Hardship |

organization as defined in the McLean County Ordinance to License and Regulate Raffles; that we have received a copy of such Ordinance and that the raffle for which this application is made will be operated in accordance with all the provisions thereof; and that the organization is eligible for a license under Section 24.64-7 of said Ordinance. We further attest that all statements and answers to questions in the foregoing application are made in full and are true and correct in every respect.

Joy Allen  
(signature, Presiding Officer)

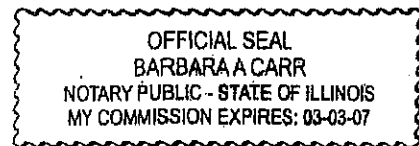
Date 11/21/05

Jeanne Osterbuhr  
(signature, Secretary)

Date 11/21/05

Subscribed and sworn to before me this 21 day of November 2005.

Barbara A Carr  
Notary Public



This application is to be filed with the McLean County Board Office, accompanied by the appropriate license fee and bond, if any, as set forth in Sections 24.65 and 24.67 of the Ordinance. Checks should be made payable to the **McLean County Treasurer**.

## FIDELITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we Chuck Schanaberger, the Raffle Manager as principal, and Joy Allen and Jeanne Osterbuhr as sureties, held and firmly bound to Fidelity and Deposit Company of Maryland

(organization conducting raffle) in the sum of \$ 300,000.00, lawful money of the United States, a sum equal to the aggregate retail value of all prizes or merchandise to be awarded in said raffle, for the payment of which, well and truly to be made, we do bind ourselves, and each of us, our heirs, executors and administrators, and each of them, jointly, severally, and firmly by these presents.

Signed with our hands and sealed with our seals, this 21<sup>st</sup> day of November A.D. 2005.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas, the said principal, Chuck Schanaberger, has been duly designated as raffle manager by Central Catholic High School (organization conducting raffle), in the County of McLean, State of Illinois.

NOW, THEREFORE, If Chuck Schanaberger, the said principal and raffle manager, abides by the condition of this fidelity bond, honestly performs the duties of raffle manager, and faithfully observes the provisions of the McLean County Ordinance to License and Regulate Raffles, Section 24.61 et seq., and all laws of the State of Illinois and the United States of America applying to raffles to the best of his skill and ability, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Notice shall be given in writing to the County of McLean not less than thirty (30) days prior to the cancellation of this bond.

-over-

In witness, the principal and sureties have executed this instrument on this 21st day of November, 2005.

By: Chuck Schanaberger Raffle Manager

By: Joy Allen Surety

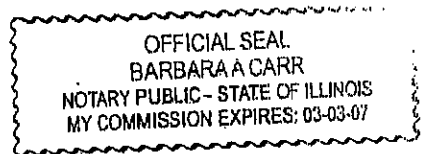
By: Jeanne Osterbuhr Surety

STATE OF ILLINOIS )  
COUNTY OF McLEAN )

I, Barbara A. Carr Notary Public in and for the County and State, do hereby certify that Chuck Schanaberger (name of raffle manager) and Joy Allen and Jeanne Osterbuhr

(name of the two sureties) who are each personally known to me to be the same persons whose names are subscribed to in the foregoing document, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act, for the uses and purposes as therein set forth.

GIVEN under my hand and seal, this 21 day of November A.D. 2005.



Barbara A Carr  
Notary Public



# Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

## CONTINUATION CERTIFICATE for Miscellaneous Term Bonds

Bond No. 08662328

Central Catholic High School

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, in a certain Bond No. \_\_\_\_\_  
08662328 dated the, 22nd day of December, 2003

in the penalty of Three Hundred Thousand and XX/100 Dollars (\$ 300,000.00),

in favor of McClean County

\_\_\_\_\_, do hereby continue said bond in force for the further  
term of one year beginning on the 22nd day of December, 2005

Provided, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 28th day of October, 2005

Witness:

[Signature]

Central Catholic High School

[Signature] (SEAL)  
Principal

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Pam Majors

By. Melissa K. Hanes  
Melissa K. Hanes

LPM90001ZZ0500F

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

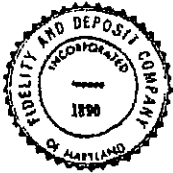
KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Helen P. PARKER, James A. ROE, Allen J. GRAU, Pamela Y. MAJORS and Melissa K. HANES, all of Indianapolis, Indiana, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings~~ and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Helen P. Parker, James A. Roe, Allen J. Grau, Pamela Y. Majors, Melissa K. Hanes, dated August 13, 2002.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of July, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



*T. E. Smith*

T. E. Smith

Assistant Secretary

*Paul C. Rogers*

By:

Paul C. Rogers

Vice President

State of Maryland }  
City of Baltimore } ss:

On this 2nd day of July, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Dennis R. Hayden*

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2005

## STATEMENT OF PURPOSE

The purpose of the proposed raffle is to generate money to support the educational activities and programs offered by Central Catholic High School in Bloomington, McLean County, Illinois. At present, the primary fund raising activities of the school are the Annual Campaign and an auction and dinner known as "Saints Alive". These activities are supported by a number of other fund raising activities including: Market Days (i.e. wholesale food sales), a magazine drive, bingo, and casino night. The goal of the school's development office is to reduce the number of fund raising activities and increase the contributions generated by the two principle fund raising activities.

The proposed raffle would be conducted as part of the annual Saints Alive event. The raffle drawing and the award of prizes would take place as part of that weekend. The projected gross proceeds and estimated costs would be:

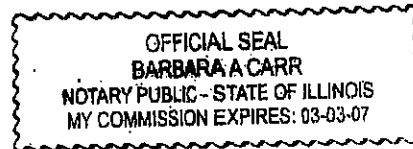
I. Gross Proceeds:		
2000 shares at \$150.00 each		\$300,000.00
II. Estimated Administrative Costs:		
A. Application Fee	\$ 500.00	
B. Raffle Manager Bond	4,500.00	
C. Postage (est.)	6,300.00	
D. Printing (est.)	4,200.00	
E. Advertising (est.)	13,200.00	
		<u>\$ 28,700.00</u>
III. Estimated Net Proceeds:		\$271,300.00
A. Labor for Construction (est.)	\$ 71,500.00	
B. Construction materials (est.)	113,400.00	
C. Permits & fees (est.)	700.00	
D. Prizes (cash)	25,500.00	
		<u>\$211,100.00</u>
IV. Estimated Net to Central Catholic		<u>\$ 60,200.00</u>

AGREEMENT

IN CONSIDERATION OF receiving a Class D Raffle Permit from the County Board of McLean County, Illinois to conduct a raffle where the first prize is real estate, the CENTRAL CATHOLIC HIGH SCHOOL on behalf of itself, its members, directors, officers, employees, agents, and assigns hereby unconditionally agrees to indemnify and hold harmless the County of McLean, its Board members, officers, employees, agents, and attorneys from any claim or cause of action (whether State or Federal) for injury or damages arising out of, resulting from, or in any way related to, the aforementioned raffle or to any property (real and/or personal) given or conveyed by CENTRAL CATHOLIC HIGH SCHOOL, its representative, or nominee pursuant to said raffle.

CENTRAL CATHOLIC HIGH SCHOOL expressly agrees that this indemnity agreement is intended to be as broad and inclusive as permitted by law and if any portion of this agreement be declared invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN WITNESS WHEREOF the parties hereto have executed this agreement at Bloomington, Illinois this 21 day of November, 2005.



CENTRAL CATHOLIC HIGH SCHOOL,

By: *Jay Allen*  
Its Authorized Officer

*Barbara A Carr* NOTARY

THE COUNTY OF McLEAN,

ATTEST

By: \_\_\_\_\_

\_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF McLEAN    )

**AFFIDAVIT**

I, MARTI A. RAVE, being first duly sworn, depose and state as follows;

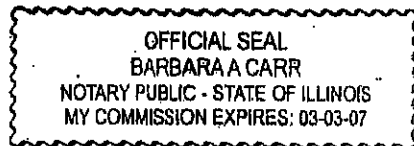
1. That I am owner of real estate located at: Lot No. 44  
AT 2512 MONICA LANE
2. That to the best of my knowledge and belief the fair market value of the above-described real estate is \$200,000.00.
3. That CENTRAL CATHOLIC HIGH SCHOOL has applied to the McLean county Board to obtain a permit to raffle the above-described real estate as a first prize.
4. That CENTRAL CATHOLIC HIGH SCHOOL and its raffle manager, agents, employees and assigns have full authority to make the above-described real estate the subject of said raffle and to give and/or convey said real estate to the first prize winner of the raffle.

Further affiant sayeth not.

x Marti A. Rave

Subscribed and sworn to before me  
This 21<sup>st</sup> day of November, 2005

Barbara A Carr  
Notary Public





Internal Revenue Service

Department of the Treasury

District  
Director

> *Att: MARK DUNN*

Person to Contact: R. D. Morris

Telephone Number: 488-1100

Refer/Reply to: EP/EO:7204

Date: June 11, 1987

United States Catholic Conference  
1312 Massachusetts Avenue, N.W.  
Washington, D.C. 20005

Dear Sir:

In a ruling dated March 25, 1946, we held that the agencies and instrumentalities and all educational, charitable and religious institutions operated, supervised, or controlled by or in connection with the Roman Catholic Church Official Catholic Directory for 1946, are entitled to exemption from Federal income tax under the provisions of section 101(6) of the Internal Revenue Code of 1939, which corresponds to section 501(c)(3) of the 1954 Code. This ruling has been updated annually to cover the activities added to or deleted from the Directory.

The Official Catholic Directory for 1987 shows the names and addresses of all agencies and instrumentalities and all educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories and possessions in existence at the time the Directory was published. It is understood that each of these is a nonprofit organization, that no part of the net earnings thereof inures to the benefit of any individual, that no substantial part of their activities is for promotion of legislation, and that none are private foundations under section 509(a) of the Code.

Based on all information submitted, we conclude that the agencies and instrumentalities and educational, charitable, and religious institutions operated, supervised or controlled by or in connection with the Roman Catholic Church in the United States, its territories or possessions appearing in the Official Catholic Directory for 1987 are exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to the agencies, instrumentalities and institutions referred to above, as provided by section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

Legal Services Office, 5-50,  
101 W. Jefferson Street  
Springfield, Illinois 62702

September 15, 1995

CATHOLIC SCHOOLS DIOCESE OF PEORIA  
MOST REVEREND JOHN J. MYERS  
607 N E MADISON AVE - BOX 1406  
PEORIA IL 61655

SEP 1995  
10 10 1995

We have received your recent letter, and based on the information you furnished, we believe

CATHOLIC SCHOOLS DIOCESE OF PEORIA  
of  
PEORIA, IL

is organized and operated exclusively for educational purposes.

Consequently, sales of any kind to this organization are exempt from the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and Service Use Tax in Illinois. The organization is not, however, exempt from Illinois Hotel Operators' Occupation Tax.

We have issued your organization the following tax exemption identification number: 89991-6103-03. To claim the exemption, you must provide this number to your suppliers when purchasing tangible personal property for organizational use. This exemption may not be used by individual members of the organization to make purchases for their individual use.

This exemption will expire on October 1, 2000, unless you apply to the Illinois Department of Revenue for renewal at least three months prior to the expiration date.

Legal Services Office  
Illinois Department of Revenue

Members Sorensen/Gordon moved the County Board approve a Request for Approval of a Class D Raffle License for Central Catholic High School. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION  
OF THE McLEAN COUNTY BOARD  
ESTABLISHING MILEAGE REIMBURSEMENT  
FOR USE OF PRIVATE VEHICLES FOR COUNTY BUSINESS

WHEREAS, the McLean County Board adopted an Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County on February 19, 2002; and,

WHEREAS, the McLean County Board annually reviews the issue of appropriate mileage reimbursement for the use of private vehicles for conducting County business; and,

WHEREAS, the increasing costs of operating and maintaining a private vehicle have been recognized by the McLean County Board and the Internal Revenue Service; and,

WHEREAS, pursuant to Section 4.2-1 of the Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County the McLean County Board, at its regular meeting on December 20, 2005, recommended that effective January 1, 2006, the mileage reimbursement rate for use of private vehicles for conducting County business be set at the rate approved and authorized by the Internal Revenue Service; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials and employees is hereby set at the rate approved and authorized by the Internal Revenue Service effective January 1, 2006.

(2) That those persons who are eligible for mileage reimbursement in accordance with the Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County are hereby to be reimbursed at the rate approved and authorized by the Internal Revenue Service effective January 1, 2006.

(3) That pursuant to 55 ILCS 5/4-10001, which provides, in part, that "County board members and the chairman of the county board are also entitled to travel and expense allowances as determined by the county board," County Board members and the Chairman of the County Board shall be reimbursed for mileage in connection with official business, including but not limited to attendance at board and committee meetings, at the rate approved and authorized by the Internal Revenue Service effective January 1, 2006.

(2)

(4) That reimbursement for County Board members shall be determined based on the Resolution Establishing an Accountable Plan for Mileage Reimbursement paid to Members of the McLean County Board for Use of Private Vehicles for County Business that the County Board adopted on October 15, 2005.


(5) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials, employees and County Board members shall be reviewed annually by the McLean County Board.

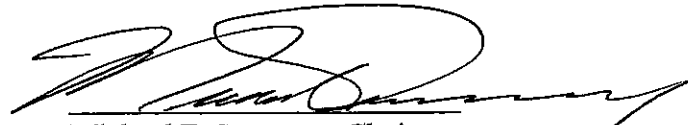
(6) That the County Clerk shall provide a certified copy of this Resolution to the County Auditor and the County Administrator.

ADOPTED by the McLean County Board this 20th day of December, 2005.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

mileage\_reimb2006.res



## IRS Announces 2006 Standard Mileage Rates

WASHINGTON — The Internal Revenue Service today issued the 2006 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning Jan. 1, 2006, the standard mileage rates for the use of a car (including vans, pickups or panel trucks) will be:

- 44.5 cents per mile for business miles driven;
- 18 cents per mile driven for medical or moving purposes; and
- 14 cents per mile driven in service of charitable organizations, other than activities related to Hurricane Katrina relief.

The new rate for business miles compares to a rate of 40.5 cents per mile for the first eight months of 2005. In September, the IRS made a special one-time adjustment for the last four months of 2005, raising the rate for business miles to 48.5 cents per mile in response to a sharp increase in gas prices, which topped \$3 a gallon.

"The IRS took the extraordinary step of temporarily increasing the standard mileage rates in the aftermath of Hurricane Katrina," IRS Commissioner Mark W. Everson said. "We promised to continue closely monitoring the situation. The 2006 mileage rates reflect that gas prices have dropped."

The standard mileage rates for business, medical and moving purposes are based on an annual study of the fixed and variable costs of operating an automobile. Runzheimer International, an independent contractor, conducted the study for the IRS.

The mileage rate for charitable miles is set by statute.

For the first eight months of 2005, the standard rate for miles driven for medical or moving purposes was 15 cents per mile, and, except for special Hurricane Katrina rates, the standard rate for miles driven in service of a charitable organization was 14 cents per mile.

For the last four months of 2005, the agency raised the standard rate for miles driven for medical or moving purposes to 22 cents per mile. The standard rate for charitable miles remained at 14 cents per mile—except for charitable miles relating to Hurricane Katrina.

### Special Rates for Katrina-Related Charitable Miles

Congress this year also approved special rates in connection with miles driven in service of charities providing Hurricane Katrina relief.

For the period Aug. 25 to Aug. 31, 2005, the rate for miles driven for charities providing Hurricane Katrina relief is 29 cents, for deduction purposes, and 40.5 cents, for reimbursement purposes. For the months of September through December 2005, the special Katrina-related rates are 34 cents for deductions and 48.5 cents for reimbursements.

For 2006, these Katrina-related charitable rates will be 32 cents per mile for deduction purposes and 44.5 cents per mile for reimbursement purposes.

Revenue Procedure 2005-78 contains additional information and limitations on the use of the standard mileage rates.

Members Sorensen/Harding moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Establishing Mileage Reimbursement for use of Private Vehicles for County Business – County Administrator’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated that he made a mistake. He said that on Item i), there is a technical amendment that he failed to point out. Member Sorensen stated that there are three occurrences of a date effective January 1, 2006. The Finance Committee, at the request of the Administrator’s office and the County Auditor, has stricken that terminology. He asked the Chairman for direction on how to proceed with that. Member Sorensen asked if he should move it as amended. Members Sorensen/Renner moved to rescind the immediately previous action on Item i). Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Sorensen/Renner moved Item i) as amended to remove the effective date of January 1, 2006. Member Sorensen stated this was done in an effort to make this a more timeless Resolution of the Board. He continued that in the past, every time the IRS changed the mileage reimbursement rate, the Finance Committee had gone to the Board with a new Resolution reflecting that rate. 2005 was really the first time that the IRS changed the reimbursement rate mid-year which caused the Board to act on this topic a couple of times. He stated that this Resolution now becomes more timeless because it ties the County directly to that IRS rate as it changes. He stated that, as an example, earlier this year when the IRS moved their rate up in response to high gas prices, McLean County employees actually didn’t get that increase for about six weeks. Member Owens asked if it gets to a point where the Board thinks it is getting too high and not within the budget will they get to revisit this? Member Sorensen responded that the Finance Committee and the Board always have discretion to act on this matter; this just puts a framework in place to automatically move with IRS changes if the Board chooses. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING and AUTHORIZING the McLEAN COUNTY RECORDER to  
ESTABLISH and MAINTAIN an INTERNAL ACCOUNT of FEES and CHARGES  
ASSESSED to McLEAN COUNTY OFFICES and DEPARTMENTS'

WHEREAS, pursuant to 55 ILCS 5/3-5018 (2002), the County Recorder is required to charge a fee to any County office and/or department that wishes to record a document with the County Recorder's Office (the "Office") or obtain a copy of a document from the Office; and,

WHEREAS, the County Recorder, the County Auditor, and the County Treasurer agree that it is in the best interests of the County to provide County offices and departments with an efficient and accountable procedure for recording documents and obtaining copies from the Office; and,

WHEREAS, the County Recorder, the County Auditor, and the County Treasurer agree that the Office can establish and maintain an internal account of fees and charges assessed to County offices and departments on a weekly and monthly basis; and,

WHEREAS, the Office's internal account of fees and charges assessed to County offices and departments will provide the County Auditor and the County Treasurer with a detailed list of transactions, fees and charges, and amounts to be charged to the County offices and departments for recording documents and obtaining copies from the Office; and,

WHEREAS, such detailed list of transactions, fees and charges, and amounts to be charged to the County offices and departments for recording documents and obtaining copies from the Office can be used by the County Auditor and County Treasurer to post financial entries in the County's financial system, thereby charging the appropriate expenses to individual County offices and departments and crediting the appropriate revenues to the Office; and,

WHEREAS, the Finance Committee, at a Special Committee meeting on Tuesday, December 20, 2005, recommended approval of the recommendation received from the County Recorder, the County Auditor, and the County Treasurer that the Office establish and maintain an internal account of fees and charges assessed to County offices and departments on a weekly and monthly basis; and,

WHEREAS, the Finance Committee, at a Special Committee meeting on Tuesday, December 20, 2005, further recommended that the Office's internal account of fees and charges assessed to County offices and departments on a weekly and monthly basis be used to charge the appropriate expenses to individual County offices and departments and to credit the appropriate revenues to the Office; now, therefore,

(2)

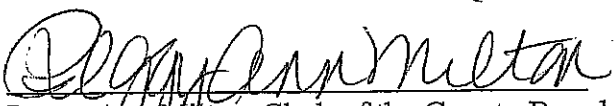
BE IT RESOLVED by the McLean County Board, now meeting in regular session on this the 20<sup>th</sup> day of December, 2005, as follows:

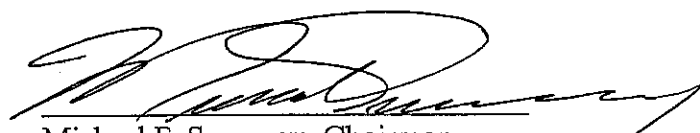
- (1) The County Recorder is hereby authorized to establish and maintain an internal account of fees and charges assessed to County offices and departments on a monthly basis.
- (2) The County Recorder is hereby further authorized to forward to the County Auditor and the County Treasurer the Office's internal account of fees and charges assessed to County offices and departments on a monthly basis and this internal account of fees and charges shall be used to charge the appropriate expenses to individual County offices and departments and to credit the appropriate revenues to the Office.
- (3) The County Recorder, the County Auditor, and the County Treasurer are hereby authorized to establish an internal reporting and internal control procedure for the Office's internal account and reporting of fees and charges assessed to County offices and departments.
- (4) The County Clerk is hereby directed to forward a certified copy of this Resolution to the County Recorder, the County Auditor, and the County Treasurer, the First Civil Assistant State's Attorney and the County Administrator.

ADOPTED by the McLean County Board this 20<sup>th</sup> day of December, 2005.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

E:\john\cobb\recorder\_internalfees\_cty122005.res





H. Lee Newcom  
McLean County Recorder  
115 E. Washington Street, Room M-104  
Post Office Box 2400  
Bloomington, IL 61702-2400  
(309) 888-5170  
(309) 888-5927

December 20, 2005

To: Honorable Members of the Finance Committee

From: Lee Newcom, Recorder

Re: Credit for County Offices

I have received an opinion from the State's Attorney's office that my office is required to charge the same fees to other county offices and departments as I charge the public. We have discussed this in committee before and all agree that this is undesirable. It is, however, statute which we must obey. This will impact several departments, among the worst the County Treasurer and County Highway Department, both of which will begin incurring fees in this office.

It would appear, after consultation with the Treasurer and County Administrator, that we must issue credit to other county offices so that essential county recordings can be done in a timely manner, with billing at the end of the month.

As you are aware, the County Recorder's Office is prevented by resolution of the County Board from issuing credit. I am not supportive of returning credit practices to the Recorder's office. It would **not** appear that this Resolution prevents us from issuing credit to other County Departments, as this is just credit to ourselves, which will be handled through the Treasurer's and Auditor's office. However, to ensure that this is administered as above-board a manner as possible, I request a resolution which allows this office to issue credit to other county departments and establishes the official payment mechanism.

I respectfully request approval of the following resolution, as drafted by the Administrator's Office, at the stand up Finance Committee Meeting of December 20<sup>th</sup>.

Members Sorensen/Selzer moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Approving and Authorizing the McLean County Recorder to Establish and Maintain an Internal Account of Fees and Charges Assessed to McLean County Offices and Departments as amended. Member Sorensen stated that on page 510 there are two occurrences of the words "weekly and," and on 511 there are two occurrences of the words "weekly and." He said the amendment is to strike those four occurrences of those words. This amendment was done by the Finance Committee this morning at the request of the Recorder. Mr. Zeunik reiterated that on page 510, in the third "whereas" clause, the last line, the two words "weekly and" should be stricken so it simply says "on a monthly basis," and in the sixth whereas clause, again in the last sentence, the words "weekly and" need to be stricken. Also in the seventh "whereas" clause, the third line down, "weekly and" should be stricken; on page 511, item one, the very last line "weekly and" should be stricken, and in item two, the third line, "weekly and" should be stricken. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated that he was going to try to avoid going into Executive Session, although he would be happy to do so if requested. He said that the Finance Committee heard a report this morning regarding their plans to move forward with an arbitration process regarding insurance claims that are still outstanding from the explosion at the Law and Justice Center. Member Sorensen continued that if Members of the Board would like more detailed information then he would be happy to go into Executive Session to discuss it. Mr. Ruud stated that basically they got an update. The attorneys were in attendance and he wanted to advise the Board that they are going to arbitration to resolve issues with the insurance company so that they will know what the damages are in the ultimate litigation against Illinois Power. Chairman Sweeney asked if anyone wanted to go into Executive Session. No requests were made.

Member Sorensen stated the General Report may be found on pages 512-523.

#### TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated the Transportation Committee has no items for action and their General Report is located on pages 524-532.

**RESOLUTION OF THE McLEAN COUNTY BOARD  
ADOPTING THE  
2006 LEGISLATIVE PROGRAM  
FOR McLEAN COUNTY**

WHEREAS, the Legislative Subcommittee of the Executive Committee, after careful research and considerable discussion with County Officials and Members of the Illinois Senate and House of Representatives, has prepared a legislative program for 2006; and,

WHEREAS, the 2006 Legislative Program supports amendments to the Enterprise Zone Act (20 ILCS 655/) to allow a County to establish more than one Enterprise Zone and to amend the 12 square mile limit on the size of an Enterprise Zone to more accurately relate to the size of a County; and,

WHEREAS, the 2006 Legislative Program supports new legislation and amendments to existing state laws to restore the separate Election Levy to fund election commissions and County Clerk election operations, and to provide the necessary fiscal capacity to deal with added state and federal election mandates elections; and,

WHEREAS, the 2006 Legislative Program supports new legislation which will provide County authority to establish a Property Tax Relief Initiative by agreeing to reduce the current \$.25 per \$100.00 General Corporate Fund levy limit to \$.21 per \$100.00 and replace it with a ¼ cent County-wide sales tax; and,

WHEREAS, The 2006 Legislative Program supports an amendment to Public Act 94-0517 to give Counties authority to regulate smoking in public places; and,

WHEREAS, the 2006 Legislative Program strongly urges the Governor and the General Assembly to maintain current funding levels for County reimbursement programs, to oppose any actions which would burden County Government with additional unfunded mandates, and to enable County Government to exercise more control over its own fiscal policies; and,

WHEREAS, the Legislative Subcommittee recommends that the McLean County Board adopt the attached 2006 Legislative Program which lists in detail the specific requests for the various state laws to be amended, for new legislation to be introduced, and for resolutions to be forwarded; now, therefore,

BE IT RESOLVED by the McLean County Board, in regular session, that the attached 2006 Legislative Program is hereby adopted and that said Program be sent to each State Representative and State Senator who represents McLean County, and to the Governor, respectfully requesting their support.

BE IT FURTHER RESOLVED that a copy of this 2006 Legislative Program be transmitted to Mr. William Anderson of Anderson Legislative Consulting, who represents McLean County's interests to the Government of the State of Illinois, and to the United Counties Council of Illinois (U.C.C.I.) and the Metro Counties of Illinois with the request that they give serious consideration to supporting McLean County's 2006 Legislative Program.

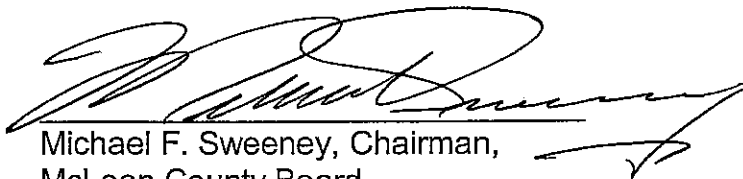
ADOPTED by the County Board of McLean County, Illinois this 20<sup>th</sup> day of December, 2005.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman,  
McLean County Board

E:/ed/coboard/legislat/legpro06



**OFFICE OF THE ADMINISTRATOR**

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

115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

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**To: Chairman and Members, McLean County Board**  
**From:** Terry Lindberg, Assistant County Administrator  
**Date:** December 14, 2005  
**Re:** Proposed 2006 Legislative Program

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Your Legislative Subcommittee met on December 13, 2005 and recommended the following issues for inclusion in the 2006 McLean County Board Legislative Program.

**1. Amend the Enterprise Zone Act to allow more than one enterprise zone in a County.**

The Enterprise Zone Act (20 ILCS 655/) allows a County to establish only one Enterprise Zone and limits the size of the zone to 12 square miles. This law should be amended to allow Counties to create more than one enterprise zone and to provide some flexibility as to the size of the zone.

The 12 mile limit means that the smallest County, Putnam County at 160 square miles, could designate 7.5% of its area as an Enterprise Zone, while McLean County, with a size of 1,186 square miles, is limited to only 1% of its area.

The limitation to only one Enterprise Zone per County can also result in inefficient "gerrymandering" when more than one area of a County qualifies for Enterprise Zone status and those areas are separated by considerable distance.

**2. Pass Legislation to Restore the Election Levy.**

For several years we have shared our concern about funding the Bloomington Election Commission based on an archaic formula that is based on changes in property valuation instead of the actual needs of the Commission. During the 2005 Legislative Session, **SB 512** was

introduced, but did not get out of Committee. It would have restored the separate Election Levy that existed until the mid-1980's.

During 2005, we have been working with the nine City Election Commissions and other Counties to try to develop an agreed approach to improving the funding mechanism for the election process. There is general agreement that the best approach would be to seek local option authority to restore the separate Election Levy that existed in the early 1980's, and use it to fund city commissions and that portion of the County Clerk's office that deals with elections.

A separate election Levy would also provide necessary fiscal capacity for local election authorities to fund new voting requirements being imposed by State and federal law; these are frequently in the form of unfunded mandates.

**3. Pass Legislation to Establish a Property Tax Reduction Initiative.**

Pass legislation that would allow County Boards the authority to vote to reduce their General Fund corporate tax limit from \$.25 per \$100.00 to \$.21 per \$100.00 in exchange for an additional Countywide one-quarter of one cent sales tax. In the mid-80's, the State gave County Boards the authority to reduce the tax rate maximum from \$.28 to \$.25 in exchange for a one cent tax in unincorporated areas and a quarter cent tax in cities, town and villages. In McLean County, a four cent reduction in the General Fund tax rate would provide \$1.1 million in property tax reductions. This would be offset by a \$4 million dollar gain in sales tax revenue

**4. Amend Public Act 94-0517 to give Counties authority to regulate smoking in public places.**

**Public Act 94-0517**, enacted during the 2005 legislative session, gave powers to municipalities to regulate smoking in public places. This law should be amended to permit Counties the same authority as municipalities.



We respectfully request your support for the proposed 2006 Legislative Program.

Please contact the Administrator's Office at 888-5110 if you have any questions or would like additional information.

Members Sorensen/Gordon moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Adopting the 2006 Legislative Program for McLean County. Member Renner stated that all four of these are very important but the fourth one, at least as it applies to McLean County in terms of giving counties authority to regulate smoking in public places, really applied to a comparatively small number of enterprises. Chairman Sweeney stated that there are about two or three in the unincorporated areas. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

**REPORT OF THE COUNTY ADMINISTRATOR:**

Mr. Zeunik stated that he had nothing specific but would be happy to answer questions. Member Renner asked, in terms of the close of the fiscal year projections, how does the County look? Mr. Zeunik stated that as of the Treasurer's November report, the County is actually doing very well. Mr. Zeunik said the County has seen a remarkable increase in sales tax through November 30, 2005, ahead of what was budgeted; likewise, State income tax dollars are running ahead of budget, and personal property replacement tax dollars are ahead of budget. He continued that through the end of November, revenue was running slightly ahead of where they anticipated and expenses were running below budget. Mr. Zeunik said the one area where they have not seen improvement, and continue to experience problems, is in terms of State reimbursements. He stated that the delay, depends on which State agency is responsible for issuing the check. If the check is coming from the Department of Revenue, generally it is timely and there is not a significant delay but if the check is coming from another State agency, for example the administrative office of the Illinois Supreme Court, there is a significant delay in processing those reimbursements. He continued that they anticipated receiving July and August reimbursements on probation officers' salaries in November and still have not received that. Mr. Zeunik said they are still waiting, even though the State has approved the budget and the money had been appropriated, for reimbursements on salary expense back to July 1, 2005. Other than that, based on what has been seen so far, the County should end the year again in the black, with revenues being slightly higher than budgeted and expenses being held under budget.

**OTHER BUSINESS AND COMMUNICATION:**

Member Bostic stated she received a copy of an e-mail that was forwarded to Department Heads from Bobby Freitag, Judge Freitag's son, who is deployed to Iraq. She stated that after the meeting, anyone who wants to read the e-mail may come see it.

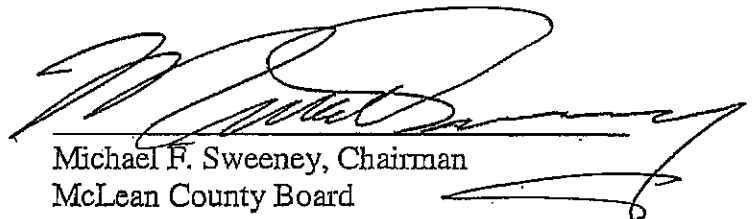
The McLean County Auditor presented the following and recommends same for payment:

**MCLEAN COUNTY BOARD COMPOSITE**

December 20, 2005

2005 Budget Expenditures

<b>COMMITTEE</b>	<b>PENDING EXPENDITURES</b>	<b>PRE-PAID EXPENDITURES</b>	<b>TOTAL EXPENDITURES</b>
Executive		\$220,422.11	\$220,422.11
Finance		\$823,793.14	\$823,793.14
Human Services		\$675,752.16	\$675,752.16
Justice		\$2,179,598.41	\$2,179,598.41
Land Use		\$19,747.20	\$19,747.20
Property		\$363,036.34	\$363,036.34
Transportation		\$554,560.40	\$554,560.40
Health Board		\$394,373.42	\$394,373.42
T.B. Clinic		\$22,793.65	\$22,793.65
Disability Board		\$47,889.14	\$47,889.14
<b>Total</b>		<b>\$5,301,965.97</b>	<b>\$5,301,965.97</b>

  
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 Gordon/Moss moved for adjournment until Tuesday, January 17, 2006 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:45 a.m.


\_\_\_\_\_  
Michael Sweeney  
County Board Chairman

  
\_\_\_\_\_  
Peggy Ann Milton  
County Board Clerk

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF McLEAN    )

I, PeggyAnn 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 December, 2005, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 9th day of January, 2006.

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