

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois  
  
January 18, 2005

*Subject to approval at  
February 15, 2005  
County Board Meeting*



**Table of Contents**

	Page(s)
<b>Meeting Minutes Begin (January 18, 2005)</b> .....	<b>1</b>
<b>Consent Agenda</b> .....	<b>2-67</b>
County Highway Department.....	5-21
Building and Zoning .....	22-34
Transfer Ordinances .....	35-36
Justice Committee .....	37-62
Property Committee .....	63-64
Reappointments.....	65-66
Appointments .....	67
<b>Resolutions of Congratulations and Commendation</b> .....	<b>68-71</b>
<b>Executive Committee</b> .....	<b>72-90</b>
Resolution – Apply for Voting Membership Status in Metro Counties of Illinois .....	72-79
Discussion – MetCom.....	79-90
<b>Justice Committee</b> .....	<b>91-114</b>
Contract – Woodford Co. – Lease of Space in McLean County Juvenile Detention Center... ..	91-95
Contract – Logan Co. – Lease of Space in McLean County Juvenile Detention Center .....	96-100
Contract – J. Brian Goldrick – Guardian Ad Litem Professional Services .....	101-103
Contract – OSF Healthcare System – Physician Services – Juvenile Detention Center ....	104-109
Contract – OSF Healthcare System – Physician Services – Adult Detention Facility .....	110-114
<b>Land Use and Development Committee</b> .....	<b>115-130</b>
Ordinance – Amending Zoning District Map – Case No. Za-04-03 .....	115-119
Request – Denial of Application for Map Amendment – Case No. ZA-04-04.....	120-130
<b>Land Use and Development Committee</b> .....	<b>131-139</b>
Resolution – Additional Compensation for Certain Exempt Position Classifications.....	131-139
<b>Transportation Committee</b> .....	<b>139</b>
<b>Property Committee</b> .....	<b>140-</b>
Attachment – No. 3 to Amendment to Lease and Operation Maintenance Agreement .....	140-141
<b>Report of the County Administrator</b> .....	<b>141</b>
<b>Other Business and Communication</b> .....	<b>141</b>
<b>Approval of Bills</b> .....	<b>142</b>
<b>Adjournment</b> .....	<b>143</b>

**January 18, 2005**

The McLean County Board met on Tuesday, January 18, 2005 at 9:04 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

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

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

**No Members were absent.**

**Consent Agenda:**

Chairman Sweeney asked if there were any items to be removed. Member Selzer requested that items 6C1( a) and (b) be removed.

The amended Consent Agenda read as follows:

1. Consent Agenda:

A. Approval of the Proceedings of the County Board, December 21, 2004

B. County Highway Department – Jack Mitchell, County Engineer

- 1) Request Approval of Letting Results from December 29, 2004 for County Projects (Section 05-00000-00-GM GR. 7, Section 05-00000-00-GM GR. 8, Section 05-00000-00-GM GR. 9)
- 2) Request Approval of Ordinance Imposing Weight Limitations Upon Trucks and Commercial Vehicles and Providing A Penalty for a Violation Thereof
- 3) Request Approval of a Resolution by the McLean County Board to Install All Way Stops (CH 15)

C. Building and Zoning – Phil Dick, Director

- a) Request Approval of the application of K & R Gravel, in case SU-04-24, parcel (27)-31-05-200-001. They are requesting a special use to allow a mining facility (gravel pit) for the extraction of sand, gravel, and topsoil including storage, washing, screening, crushing, loading and hauling as accessory uses with a request for the following modifications: to allow a variance in paving requirements to allow an access road to be paved with concrete 50 feet from the edge of the pavement from a public road rather than 100 feet from the property line as required; to allow temporary scale and scale house facilities; to allow an operations trailer; and to allow placement of identification signage in the A-Agriculture District; on property which is located in West Township immediately southwest of the intersection of 750 North Road and 3200 East Road (County Highway 15)
- b) Request Approval of the application of Tom Kirk, in case SU-04-25, parcel (05)-21-15-151-012. He is requesting a special use to renew and expand the time limit indefinitely of special use case 03-05-S that allowed a Solid Waste Collection/Processing Facility – Recycling and Mulching Facility to operate for one year in the M-2 General Manufacturing District; on property which is located in Bloomington Township approximately 450 feet east of Bunn Street and approximately 800 feet north of Hamilton Road

- c) Request Approval of the application of Stephen and Debby Funk, in cases ZA-04-05, parcels (16)-27-17-200-009 & part of 008. They are requesting a map amendment to change the zoning classification from R-1 Single Family Residence District to C-Commercial District on 1.65 acres of property which is located in Funks Grove Township immediately west of the intersection of 800 East Road and 550 North Road
- d) Request Approval of the application of Stephen and Debby Funk for a special use to allow an Integrated Center in the C-Commercial District to allow wine making from crops grown off and on the nearby property, to sell the wine and other retail items on the property as an accessory use and to allow a reception facility addition that will be started within five years – all to take place in one building in the C-Commercial District, in case SU-04-26, parcels (16)-27-17-200-009 & part of 008, on 1.8 acres of property which is part of Section 17, Township 22N, Ranged 1E of the 3<sup>rd</sup> P.M.; and is located in Funks Grove Township immediately west of the intersection of 800 East Road and 550 North Road

D. Transfer Ordinances

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

- 1) Justice Committee
  - a) Request Approval of 2004 Clothing Bid for Police Uniforms and Equipment Purchases from February 1, 2005 to January 31, 2006—Sheriff's Department
  - b) Request Approval of a Resolution Approving the 2005 McLean County Emergency Operations Plan—E.S.D.A.
  - c) Request Approval of Annual Submission of the Illinois Plan for Radiological Accidents (IPRA) – Clinton—E.S.D.A.
  - d) Request Approval to Apply for “Reallocated Available Funds” from the Illinois Criminal Justice Authority from the FFY01 budget for the Juvenile Detention Center—Court Services

- 2) Property Committee
  - a) Request Approval of 2005 Vehicle Bid for Parks and Recreation Department

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

1) Items to be Presented for Committee Action:

a) REAPPOINTMENTS:

**Emergency Telephone System Board**

Sheriff Dave Owens  
104 West Front Street  
Bloomington, IL 61701

**Emergency Telephone System Board**

Mr. Glenn Wilson  
1513 Ironwood Drive  
Normal, IL 61761

b) APPOINTMENTS:

**Emergency Telephone System Board**

Dr. Allan Griffith, M.D.  
Medical Director & Vice President of Prairie  
Emergency Group BroMenn Healthcare  
8 Franklin Ave. Normal, IL 61761

c) RESIGNATIONS

None

G. Approval of Resolutions of Congratulations and Commendation

- 1) Request Approval of a Resolution of Congratulations to Epiphany Grade School 8<sup>th</sup> Grade Girl's Basketball Team During the 2004 Basketball Season-Presented by Board Member Dave Selzer
- 2) Request Approval of a Resolution of Congratulations To University High School Boys Golf Team During the 2004 Golf Season-Presented by Board Member Ann Harding

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on January 11, 2005, for a letting held on December 29, 2004 for McLean County Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on January 11, 2005

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

2005 MFT SECTIONS:

McLean County.....Section 05-00000-00-GM GR. 7

The successful bidder on the above section was:

Rowe Construction Company, Bloomington.....\$9,700.00

McLean County.....Section 05-00000-00-GM GR. 8

The successful bidder on the above section was:

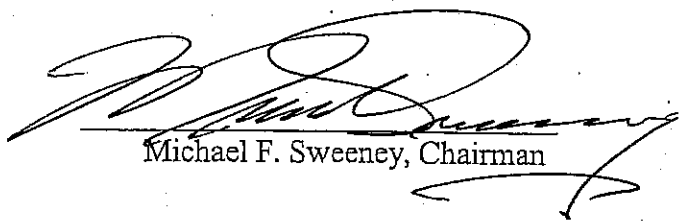
McLean County Asphalt, Bloomington.....\$7,600.00

McLean County.....Section 05-00000-00-GM GR. 9

The successful bidder on the above section was:

McLean County Asphalt, Bloomington.....\$9,375.00

Rowe Construction Company, Bloomington.....\$9,500.00

  
Michael F. Sweeney, Chairman

STATE OF ILLINOIS     ]  
                                  ]   SS  
COUNTY OF MCLEAN    ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on January 18, 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 18<sup>th</sup> day of January A.D., 2005.

[SEAL]   
County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT

DECEMBER 29, 2004

McLEAN COUNTY  
SEC. 05-00000-00-GM GR 7

ITEM  
Bituminous Patching Mix M19-02a

Location of Stockpile

McLEAN CO ASPHALT	
UNIT PRICE	TOTAL
\$0.00	\$0.00
	-100.00%

McLEAN CO ASPHALT	
UNIT PRICE	TOTAL
\$76.00	\$7,600.00
	-2.56%

McLEAN CO ASPHALT	
UNIT PRICE	TOTAL
\$37.50	\$9,375.00
	-6.25%

McLEAN COUNTY  
SEC. 05-00000-00-GM GR 8

ITEM  
Bituminous Premix Sylvax M 120-00

Location of Stockpile

McLEAN CO ASPHALT	
UNIT PRICE	TOTAL
\$76.00	\$7,600.00
	-2.56%

McLEAN CO ASPHALT	
UNIT PRICE	TOTAL
\$37.50	\$9,375.00
	-6.25%

McLEAN CO ASPHALT	
UNIT PRICE	TOTAL
\$76.00	\$7,600.00
	-2.56%

McLEAN COUNTY  
SEC. 05-00000-00-GM GR 9

ITEM  
Incidental Bituminous Surface

Location of Asphalt Plant

McLEAN CO ASPHALT	
UNIT PRICE	TOTAL
\$76.00	\$7,600.00
	-2.56%

McLEAN CO ASPHALT	
UNIT PRICE	TOTAL
\$37.50	\$9,375.00
	-6.25%

McLEAN CO ASPHALT	
UNIT PRICE	TOTAL
\$76.00	\$7,600.00
	-2.56%



ORDINANCE IMPOSING WEIGHT LIMITATIONS UPON TRUCKS AND  
COMMERCIAL VEHICLES AND PROVIDING A PENALTY FOR  
A VIOLATION THEREOF

WHEREAS, the State of Illinois, by its General Assembly, has enacted "The Illinois Vehicle Code" effective July 1, 1970, with amendments thereto, which act is now in full force and effect, and,

WHEREAS, Section 625 ILCS 5/15-316 of the Illinois Compiled Statutes provides that local authorities, with respect to highways under their jurisdiction, may by ordinance or resolution, prohibit the operation of trucks and other commercial vehicles, or may impose limitations as to the weight thereof on designated highways, which prohibitions and limitations shall be designated by appropriate signs placed on such highways, and

WHEREAS, certain highways under the jurisdiction of the County of McLean, State of Illinois, have been seriously damaged and deteriorated by the operation of certain vehicles of excessive weight thereon, and

WHEREAS, the continued use of trucks and commercial vehicles on said roads in excess of certain weights will in the future seriously damage and deteriorate said roads,

NOW, THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act of hereinabove referred to, that referred to, that the weight of trucks and commercial vehicles operated upon the particular Class "A" roads hereinafter set forth shall be limited as follows:

From January 15<sup>th</sup> until April 15<sup>th</sup> of each year the operation of trucks and commercial vehicles upon said highways of a gross weight of more than twenty thousand (20,000) pounds shall be prohibited.

From the period of April 15<sup>th</sup> to the 15<sup>th</sup> day of the following January in each year, the operation of the following described trucks and commercial vehicles shall be prohibited on said highways.

Trucks and commercial vehicles with one front axle and two rear tandem axles with dual tires, of a gross weight over thirty-eight thousand (38,000) pounds.

Trucks and commercial vehicles with one front axle and two rear axles, including trailer axles, more than seventy-two inches (72") apart with dual tires, of a gross weight over forty-two thousand (42,000) pounds.

Trucks and commercial vehicle with one front axle and three rear axles including trailer axles, each rear axle having dual tires, of a gross weight over fifty-four thousand (54,000) pounds.

Trucks and commercial vehicles with one front axle and four rear axles including trailer axles, each rear axle having dual tires, a gross weight over sixty-four thousand (64,000) pounds.

The weight referred to above means the overall weight of vehicle and its load.

Single flotation type tires will be recognized in lieu of dual tires if certified equivalent by the manufacturer.

BE IT FURTHER ORDAINED that the highways upon which the operation of said trucks and commercial vehicles of the weights herein set forth are as follows:

COUNTY HIGHWAY 17: (Cooksville Road) beginning at Route 9 at the SW corner of the SE ¼ of Sec. 35, T 24 N, R 4 E, of the 3<sup>rd</sup> P.M. and extending northerly approximately 3 ½ miles to the South Corporate Limits of Cooksville at approximately the SW corner of the NE ¼ of Sec. 14, T 24 N, R 4 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 21: (LeRoy Road) beginning at the SE corner of Sec. 33, T 22 N, R 4 E of the 3<sup>rd</sup> P.M. at Route 136 and extending northerly and westerly approximately 2 ½ miles to the LeRoy Spur near the SW corner of the SE ¼ of the NE ¼ of Sec. 29, T 22 N, R 4 E of the 3<sup>rd</sup> P.M. Also beginning near the SE corner of Sec. 20, T 22 N, R 4 E of the 3<sup>rd</sup> P.M. at Rt 150 and extending in a northerly direction approximately 9 ¼ miles to Route 9 near the NW corner of Sec. 4, T 23 N, R 4 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 21: (Lexington - LeRoy Road) beginning at Route 165 at the SE corner of Sec. 8, T 24 N, R 4 E of the 3<sup>rd</sup> P.M. and extending northerly 6 ½ miles to the NW corner of the SW ¼ of Sec. 9, T 25 N, R 4 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 29: (Gillium Road) beginning at the SW corner of Sec. 32, T 22 N, R 3 E of the 3<sup>rd</sup> P.M. at Route 136 and extending northerly approximately 5 miles to the NW corner of Sec. 8, T 22 N, R 3 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 31: (Pipeline Road) beginning at the SW corner Sec. 24, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. and extending northerly and easterly approximately 4 miles to County Highway 8 near the NE corner of the NW ¼ of Sec. 12, T 25 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 59: (Stanford – McLean Road) beginning at Route 136 near the SE corner of Sec. 34, T 22, R 1 W of the 3<sup>rd</sup> P.M. and extending in a northerly and westerly direction approximately 3 miles to a point near the NW corner Sec. 27, T 22 N, R 1 W of the 3<sup>rd</sup> P.M. Also beginning at the SW corner of the SE1/4 of Sec. 33, T 23 N, R 1 W, of the 3<sup>rd</sup> P.M. and extending northerly for 2 miles to the NW corner of the NE1/4 of Sec. 28, T 23 N, R 1 W, of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 63: (Ron Smith Memorial Highway) beginning at County Highway 31 near the SW corner of the NE ¼ of Sec. 13, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. and extending in an easterly and northerly direction 4 ¼ miles to a point near the NW corner of the SW ¼ of Sec. 6, T 25 N, R 3 E of the 3<sup>rd</sup> P.M. at County Highway 8.

NOW THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act hereinabove referred to, that the weight of trucks and commercial vehicles operated upon the particular Class "B" roads hereinafter set forth shall be limited as follows:

From January 15<sup>th</sup> until April 15<sup>th</sup> of each year the operation of trucks and commercial vehicles upon said highways of a gross weight of more than sixteen thousand (16,000) pounds shall be prohibited.

From the period of April 15<sup>th</sup> to the 15<sup>th</sup> day of the following January in each and every year, the operation of the following described trucks and commercial vehicles shall be prohibited on said highways.

Trucks and commercial vehicles with one front and one rear axle with dual tires, of a gross weight of twenty-six thousand (26,000) pounds or over.

Trucks and commercial vehicles with one front and two rear axles with dual tires, of a gross weight of thirty-six thousand (36,000) pounds or over.

Trucks and commercial vehicles with one front axle and three or more rear axles, and rear axle having dual tires, of a gross weight of forty-six thousand (46,000) pounds or over.

The maximum load weight of any truck or commercial vehicle shall not exceed forth-six thousand (46,000) pounds.

The weights referred to above mean the overall weight of vehicle and its load.

Single floatation type tires will be recognized in lieu of dual tires if certified equivalent by the manufacturer.

BE IT FURTHER ORDAINED that the Class "B" highways upon which the operation of said trucks and commercial vehicles of the weights hereinabove set forth are prohibited as follows:

COUNTY HIGHWAY 3: (Mansfield Road) beginning at the NE corner of Sec. 3, T 21 N, R 6 E of the 3<sup>rd</sup> P.M. at Route 136 and extending southerly approximately two miles to the SE corner of Sec. 10, T 21 N, R 6 E of the 3<sup>rd</sup> P.M. at the Piatt County line.

COUNTY HIGHWAY 6: (Kappa Road) beginning at the NW corner of Sec. 34, T 26 N, R 2 E of the 3<sup>rd</sup> P.M. at the Woodford County line and extending easterly approximately five miles to the NE corner of the SW ¼ of Sec. 32, T 26 N, R 3 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 8: (Lexington East Road) beginning at Cargill Hybrid Seeds Entrance a point near the NW corner of the SW ¼ of Sec. 9, T 25 N, R 4 E of the 3<sup>rd</sup> P.M. and extending easterly approximately ten and one-quarter miles to the SE corner of the NE ¼ of the NE ¼ of Sec. 12, T 25 N, R 5 E of the 3<sup>rd</sup> P.M. at the Livingston County line.

COUNTY HIGHWAY 11: (Farmer City Road) beginning at the NE corner of the NW ¼ of Sec. 4, T 21 N, R 5 E of the 3<sup>rd</sup> P.M. at Route 136 and extending southerly approximately two miles to 670 feet west of the SW ¼ of Sec. 9, T 21 N, R 5 E of the 3<sup>rd</sup> P.M. on the DeWitt County line.

COUNTY HIGHWAY 12: (Hudson Road) beginning at the NE corner of the SW ¼ of the SW ¼ of Sec. 20, T 25 N, R 1 E of the 3<sup>rd</sup> P.M. at the Woodford County line and extending easterly approximately five miles to the NE corner of the SE ¼ of Sec. 24, T 25 N, R 1 E of the 3<sup>rd</sup> P.M. Also beginning at the NW corner of Sec. 30, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. and extending easterly to the SE corner of Sec. 20, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. at I-39. Also beginning at the NW corner of Sec. 25, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. and extending two miles to the NE corner of Sec. 30, T 25 N, R 3 E of the 3<sup>rd</sup> P.M. Also beginning at the NW corner of the NE ¼ of Sec. 29, T 25 N, R 3 E of the 3<sup>rd</sup> P.M. extending in an easterly direction approximately three and one-quarter miles to the SW corner of the SE ¼ of the SE ¼ of Sec. 23, T 25 N, R 3 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 15: (Sabina Road) beginning at the SW corner of Sec. 33, T 22 N, R 5 E of the 3<sup>rd</sup> P.M. at Route 136 and extending northerly and easterly approximately nine miles to the NE corner of Sec. 28, T 23 N, R 5 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 19: (Chenoa Road) beginning at Route 66 near the north corporate limit of Chenoa a point near the SW corner of the NW ¼ of Sec. 1, T 23 N, R 4 E of the 3<sup>rd</sup> P.M. and extending in a northerly direction approximately ¼ mile to the NW corner of Sec. 1, T 26 N, R 4 E of the 3<sup>rd</sup> P.M. at the Livingston County line.

COUNTY HIGHWAY 19: (Chenoa Road) beginning at the SW corner of the NW ¼ of Sec. 11, T 25 N, R 4 E of the 3<sup>rd</sup> P.M. and extending northerly and easterly approximately seven miles to the south corporate limits of Chenoa near the NW corner of the SW ¼ of Sec. 12, T 26 N, R 4 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 21: (LeRoy Road) beginning at the SE corner of Sec. 9, T 21 N, R 4 E of the 3<sup>rd</sup> P.M. at the DeWitt County line and extending northerly approximately two miles to the NW corner of Sec. 3, T 21 N, R 4 E of the 3<sup>rd</sup> P.M. at Route 136.

COUNTY HIGHWAY 23: (Meadows Road) beginning near the SE corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Sec. 7, T 25 N, R 4 E of the 3<sup>rd</sup> P.M. and extending northerly approximately seven and three-quarters miles to the NE corner of Sec. 6, T 26 N, R 4 E of the 3<sup>rd</sup> P.M. at the Livingston County line.

COUNTY HIGHWAY 25: (Holder Road) beginning at the SW corner of Sec. 18, T 23 N, R 4 E of the 3<sup>rd</sup> P.M. and extending northerly approximately one-half miles to the railroad tracks at Holder near NW corner of the SW  $\frac{1}{4}$  of Sec. 18, T 23 N, R 4 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 27: (South Downs Road) beginning at the SE corner of Sec. 9, T 21 N, R 3 E of the 3<sup>rd</sup> P.M. at the DeWitt County line and extending northerly approximately seven and three-quarters miles to a point near the SE corner of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Sec. 4, T 22 N, R 3 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 28: (Ireland Grove Road) beginning at the NW corner of Sec. 17, T 23, N, R 3 E of the 3<sup>rd</sup> P.M. and extending easterly approximately five miles to the NE corner of Sec. 13, T 23 N, R 3 E of the 3<sup>rd</sup> P.M. Also beginning at the SW corner of Sec. 18, T 23 N, R 4 E of the 3<sup>rd</sup> P.M. and extending easterly approximately four and one-half miles to the SE corner of the SW  $\frac{1}{4}$  of Sec. 14, T 23 N, R 4 E of the 3<sup>rd</sup> P.M. Also beginning at the SW corner of the SE  $\frac{1}{4}$  of Sec. 11, T 23 N, R 4 E, 3<sup>rd</sup> P.M. extending easterly approximately four and one-half miles to the NE corner of Sec. 16, T 23 N, R 5 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 30: (Colonial Motel Road) beginning at approximately the SW corner of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  Sec. 26, T 23 N, R 2 E, 3<sup>rd</sup> P.M. and extending easterly and northerly approximately 1  $\frac{3}{4}$  miles to Route 150 a point near the NE corner of the SW  $\frac{1}{4}$  of Sec. 24, T 23 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 34: (Shirley Road) beginning at the SW corner of Sec. 34, T 23 N, R 1 W and extending easterly and northerly approximately eight miles to the SW corner of the NE  $\frac{1}{4}$  of Sec. 35, T 23 N, R 1 E of the 3<sup>rd</sup> P.M. at Rt. 66. Also beginning at the intersection of CH 41 and CH 34 a point near the SW corner of the NE  $\frac{1}{4}$  of Sec. 37, T 23 N, R 1 E of the 3<sup>rd</sup> P.M. and extending easterly approximately two and one-quarter miles to the SE corner of the NW  $\frac{1}{4}$  of Sec. 32, T 23 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 36: (Funks Grove Road) beginning at the SW corner of Sec. 10, T 22 N, R 1 W of the 3<sup>rd</sup> P.M. and extending easterly approximately twelve and three-quarter miles to a point approximately six hundred feet north of the SW corner of the SE  $\frac{1}{4}$  of Sec. 9, T 22 N, R 2 E of the 3<sup>rd</sup> P.M. at Route 51. Also (Thomas Craft Road) beginning at the SW corner of the SE  $\frac{1}{4}$  of Sec. 33, T 23 N, R 3 E of the 3<sup>rd</sup> P.M. at Route 150 and extending easterly approximately five and one-half miles to the SE corner of Sec. 32, T 23 N, R 4 E of the 3<sup>rd</sup> P.M.

Also (Dawson Lake Road) beginning at the SW corner of the NW ¼ of the NW ¼ of Sec. 33, T 23 N, R 4 E of the 3<sup>rd</sup> P.M. and extending easterly and northerly approximately eight and three-quarter miles to the NE corner of Sec. 28, T 23 N, R 5 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 40: (Rock Road) beginning at the SW corner of Sec. 16, T 22 N, R 5 E of the 3<sup>rd</sup> P.M. and extending easterly approximately six and one-half miles to the NE corner of the NW ¼ of Sec. 21, T 22 N, R 6 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 45: (Waynesville Road) beginning at the SW corner of Sec. 8, T 21 N, R 1 E of the 3<sup>rd</sup> P.M. at the DeWitt County line and extending northerly approximately one and three-quarters miles to a point near the SW corner of the NW ¼ of the NW ¼ of Sec. 5, T 21 N, R 1 E of the 3<sup>rd</sup> P.M. approximately ¼ mile south of Route 136.

COUNTY HIGHWAY 53: (Danvers – Carlock Road) beginning at the north corporate limits of Danvers near the SW corner of the SE ¼ of the NE ¼ of Sec. 14, T 24 N, R 1 W of the 3<sup>rd</sup> P.M. and extending in a northerly and easterly direction approximately five miles to the West On/Off Ramps of I-74 at Carlock near the SW corner of the NE ¼ of Sec. 31, T 25 N, R 1 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 55: (Congerville Road) beginning at the SE corner of the SW ¼ of Sec. 14, T 24 N, R 1 W of the 3<sup>rd</sup> P.M. at the West Corporate Limit of Danvers and extending westerly and northerly approximately five and one-half miles to the NW corner of the SE ¼ of Sec. 27, T 25 N, R 1 W of the 3<sup>rd</sup> P.M. at the Woodford County line.

COUNTY HIGHWAY 65: (Sweeney Road) beginning at the SW corner of SE ¼ of the SE ¼ of Sec. 23, T 25 N, R 3 E of the 3<sup>rd</sup> P.M. and extending northerly ¼ mile to the NW corner of the SE ¼ of the SE ¼ of Sec. 23, T 25 N, R 3 E, of the 3<sup>rd</sup> P.M. at Route 66

NOW THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act hereinabove referred to, that the weight of trucks and commercial vehicles operated upon the particular Class "C" roads hereinafter set forth shall be limited as follows:

From January 15<sup>th</sup> until April 15<sup>th</sup> of each year the operation of trucks and commercial vehicles upon said highways of a gross weight of more than twenty thousand (20,000) pounds shall be prohibited.

From the period of April 15<sup>th</sup> to the 15-day of the following January in each year, the operation of the following described trucks and commercial vehicles shall be prohibited on said highways.

Trucks and commercial vehicles of a gross weight over seventy-three thousand two hundred eighty pounds (73,280) as provided in Section 625 ILCS 5/15-111 of the Illinois Compiled Statutes.

COUNTY HIGHWAY 1: (Cropsey Road) beginning at Yates street in Cropsey near the SE corner of the NE  $\frac{1}{4}$  of Sec. 23, T 25 N, R 6 E of the 3<sup>rd</sup> P.M. and extending northerly and westerly approximately one and one-half miles to the NW corner of Sec. 23, T 25 N, R 6 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 5: (Saybrook - Bellflower Road) beginning at the North Corporate limits of Bellflower at the approximate NW corner of the SE  $\frac{1}{4}$  of Sec. 21, T 22 N, R 6 E of the 3<sup>rd</sup> P.M. and extending northerly approximately five and one-quarter miles to the South Corporate limits at Saybrook at the SE corner of the NW  $\frac{1}{4}$  of Sec. 28, T 23 N, R 5 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 7: (Anchor Road) beginning at Route 9 at the SE corner of Sec. 32, T 24 N, R 6 E of the 3<sup>rd</sup> P.M. and extending northerly approximately five and one-half miles to the South Corporate limits of Anchor at the NW corner of the SE  $\frac{1}{4}$  of Sec. 5, T 24 N, R 6 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 8: (Comlara Park Road) beginning at the Woodford County line near the NW corner of Sec. 7, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. and extending easterly approximately 2 miles to the West on/off ramps of I-39 near the NE corner of Sec. 8, T 25 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 8: (P.J. Keller Highway) beginning near SE corner of the NW  $\frac{1}{4}$  of Sec. 1, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. at the entrance to the City of Bloomington filtration plant located on the west side of Lake Bloomington and extending easterly approximately seven and one-half miles to the west on/off ramps of I-55 near the SW corner of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Sec. 12, T 25 N, R 3 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 12: (Hudson Road) beginning at the east corporate limits of Hudson a point near the NW corner of Sec. 27, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. and extending in an easterly direction for two miles to the NE corner of Sec. 26, T 25 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 13: (Colfax-Weston Road) beginning at Route 165 in Colfax at the SE corner of Sec. 34, T 25 N, R 5 E of the 3<sup>rd</sup> P.M. and extending northerly approximately 12 miles to Route 24 at the NE corner of Sec. 10, T 26 N, R 5 E of the 3<sup>rd</sup> P.M. Also beginning at approximately the SW corner Sec. 3, T 24 N, R 5 E of the 3<sup>rd</sup> P.M. and extending easterly approximately 1 mile and northerly  $\frac{1}{4}$  mile to the south corporate limits of Colfax.

COUNTY HIGHWAY 14: (Towanda-East Road) beginning at the intersection of Jefferson & Hely streets in Towanda a point near the SW corner of Sec. 5 and extending easterly and southerly  $4\frac{3}{4}$  miles to a point near the SE corner of Sec. 11, T 24 N, R 3 E of the 3<sup>rd</sup> P.M. at Route 165.

COUNTY HIGHWAY 15: (Arrowsmith Road) beginning at the south corporate limits of Arrowsmith at the approximate NW corner of the SW ¼ of Sec. 15, T 23 N., R 5 E of the 3<sup>rd</sup> P.M. and extending southerly approximately 1 ¼ miles to the SW corner of Sec. 22, T 23 N, R 5 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 15: (Colfax Road) beginning at the SE corner of Sec. 33, T 24 N, R 5 E of the 3<sup>rd</sup> P.M. at Route 9 and extending in a northerly direction approximately five and one-quarter miles to the NE corner of the SE ¼ of the SE ¼ of Sec. 4, T 24 N, R 5 E of the 3<sup>rd</sup> P.M. at Route 165.

COUNTY HIGHWAY 17: (Ellsworth Road) beginning at the SE corner of the NE ¼ of the NW ¼ of Sec. 26, T 23 N, R 4 E of the 3<sup>rd</sup> P.M. and extending northerly approximately 1 ½ miles to the South Corporate limits of Ellsworth a point near the NE corner of the SE ¼ of Sec. 14, T 23 N, R 4 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 18: (Danvers-Yuton Road) beginning at the East Corporate Limits of Danvers at the NW corner of the NE ¼ of Sec. 24, T 24 N, R 1 W of the 3<sup>rd</sup> P.M. and extending easterly approximately 5 ¼ miles to a point near the NW corner of the NE ¼ of the NE ¼ of Sec. 23, T 24 N, R 1 E of the 3<sup>rd</sup> P.M. (Elevator Entrance).

COUNTY HIGHWAY 21: (Lexington-Leroy Road) beginning at Route 9 at the SE corner of Sec. 32, T 24 N, R 4 E of the 3<sup>rd</sup> P.M. and extending northerly approximately four miles to Route 165 near the NE corner of Sec. 17, T 24 N, R 4 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 24: (Sec. V) beginning at the NW corner of Sec. 6, T 23 N, R 1 W of the 3<sup>rd</sup> P.M. the Tazwell County line and extending easterly approximately 4 miles to Route 122 at the NE corner of Sec. 3, T 23 N, R 1 W of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 29: (Gillium Road) beginning at the NW corner of Sec. 8, T 22 N, R 3 E of the 3<sup>rd</sup> P.M. and extending northerly approximately 2 ¼ miles to Rt. 150.

COUNTY HIGHWAY 29: (Towanda-Barnes Road) beginning at the SW corner of Sec. 20, T 24 N, R 3 E of the 3<sup>rd</sup> P.M. and extending northerly approximately three and one-fourth miles to County Highway 14.

COUNTY HIGHWAY 29: (Towanda - Gridley Road) beginning at approximately the SE corner of the NE ¼ of Sec. 31, T 25 N, R 3 E, of the 3<sup>rd</sup> P.M. and extending northerly and easterly approximately 12 miles to the South Corporate Limits of Gridley at the SW corner of the NW ¼ of the NE ¼ of Sec. 9, T 26 N, R 3 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 30: (Colonial Motel Road) beginning at the SW Corner of the SE ¼ of Sec. 21, T 23 N, R 2 E, of the 3<sup>rd</sup> P.M. at Route 51 and extending easterly 2 miles to SW corner of the NW ¼ of the NE ¼ of Sec. 26, T 23 N, R 2 E of the 3<sup>rd</sup> P.M.



COUNTY HIGHWAY 31: (Pipeline Road) beginning at Northtown Road near the SW corner of Sec. 12, T 24 N, R 2 E of the 3<sup>rd</sup> P.M. and extending in a northerly direction approximately four miles to the NE corner of Sec. 26, T 25 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 32: (Stringtown Road) beginning at the SW corner of the SE ¼ of Sec. 21, T 23 N, R 1 W of the 3<sup>rd</sup> P.M. and extending in an easterly direction approximately 6 ½ miles to a point near the SE corner of Sec. 21, T 23 N, R 1 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 33: (Comlara Park Road) beginning at the SW corner of Sec. 8, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. and extending northerly approximately 1 ¼ miles to County Highway 8 near the NE corner of Sec. 7, T 25 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 34: (Olympia School Road) beginning at the Tazewell County Line near the SW corner of Sec. 31, T 23 N, R 1 W of the 3<sup>rd</sup> P.M. and extending easterly to the SE corner of Sec. 33, T 23 N, R 1 W of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 36: (Downs Road) beginning at The Kickapoo Creek Bridge a point near the NE corner of the NW ¼ of Sec. 11, T 22 N, R 2 E of the 3<sup>rd</sup> P.M. and extending easterly 2 ½ miles to County Highway 29 a point near the NE corner of Sec. 7, T 22 N, R 3 E, of the 3<sup>rd</sup> P.M..

COUNTY HIGHWAY 36: (Saybrook Road) beginning at the SW corner of Sec. 22, T 23 N, R 5 E of the 3<sup>rd</sup> P.M. and extending easterly approximately five miles to the SE corner of Sec. 20, T 23 N, R 6 E near the Saybrook corporate limits.

COUNTY HIGHWAY 37: (Linden Street) beginning at Northtown Road a point near the SE corner of Sec. 9 and extending in a northerly and westerly direction 4 ¼ miles to County Highway 12 a point near the NW corner of the NE ¼ of the NE ¼ of Sec. 28, T 25 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 39: (Ropp Road) beginning at County Highway 70 a point near the SW corner of Sec. 19, T 24 N, R 2 E of the 3<sup>rd</sup> P.M. at extending northerly approximately 8 ½ miles to Evergreen Lake near the SW corner of the NW ¼ of Sec. 7, T 25 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 40: (Leroy School Road) beginning at County Highway 21 a point near the SW corner of Sec. 16, T 22 N, R 4 E of the 3<sup>rd</sup> P.M. and extending easterly 6 miles to the SW corner of Sec. 16, T 22 N, R 5 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 59: (Stanford-McLean Road) beginning at the SE corner of Sec. 21, T 22 N, R 1 W of the 3<sup>rd</sup> P.M. and extending northerly for four miles to the NE corner of Sec. 4, T 22 N, R 1 W.

COUNTY HIGHWAY 67: (Gridley Road) beginning at the Railroad tracks in Gridley and extending northerly 7/8 mile to the Livingston County line near the NW corner of Sec. 3, T 26 N, R 3 E of the 3<sup>rd</sup> P.M.

NOW THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act hereinabove referred to, that the weight of trucks and commercial vehicles operated upon the particular Class "D" roads hereinafter set forth shall be limited as follows:

The operation of trucks and commercial vehicles upon said highways of a gross weight of more than Seventy three thousand two hundred eighty (73,280) pounds as provided for in Section 625 ILCS 5/15-111 of the Illinois Compiled Statutes shall be prohibited

BE IT FURTHER ORDAINED that the Class "D" highways upon which the operation of said trucks and commercial vehicles of the weights hereinabove set forth are prohibited as follows:

COUNTY HIGHWAY 5: (Bellflower Spur) beginning at Route 136 near the SW corner of the SE ¼ of Sec. 33, T 22 N, R 6 E of the 3<sup>rd</sup> P.M. and extending northerly for two and ½ miles to the north corporate limits of Bellflower. Also beginning at the south corporate limits of Saybrook and extending northerly for approximately 3/8 mile to a point approximately 512 feet north of the railroad crossing (Lincoln Street) of County Highway 5 in Saybrook.

COUNTY HIGHWAY 7: (Anchor Road) beginning at the south corporate limits of Anchor and extending north for approximately ½ mile to Illinois Route 165.

COUNTY HIGHWAY 12: (Hudson Road) beginning at the SW corner of Sec. 21, T 25 N, R 2 E, 3<sup>rd</sup> P.M. (west on/off ramps of I-39) and extending easterly for 1 mile to the east corporate limits of Hudson.

COUNTY HIGHWAY 13: (Colfax Road) beginning at the south corporate limits of Colfax and extending northerly approximately ¾ mile to Illinois Route 165.

COUNTY HIGHWAY 17: (Ellsworth Road) beginning at the south corporate limits of Ellsworth and extending northerly for 2 ¾ mile to Illinois Route 9. Also the Cooksville Road beginning at the south corporate limits of Cooksville to and extending northerly approximately ½ mile to Illinois Route 165.

COUNTY HIGHWAY 18: (Danvers-Yuton Road) beginning at the intersection of West Street and North Street in Danvers and extending easterly for ¾ mile to the east

corporate limits of Danvers. Also beginning at the Yuton Elevator entrance off CH 18 west of the railroad tracks and extending easterly for ¼ mile to Whiteoak Road (CH 70).

COUNTY HIGHWAY 19: (Chenoa Road) beginning at the south corporate limits of Chenoa and extending northerly approximately 1 ¼ miles to Route 66 near the north corporate limits of Chenoa.

COUNTY HIGHWAY 25: (Holder Road) beginning at the railroad near the NW corner of the SW ¼ of Sec. 18, T 23 N, R 4 E of the 3<sup>rd</sup> P.M. and extending northerly 2 ½ miles to Illinois Route 9.

COUNTY HIGHWAY 27: (Downs Road) beginning at Franklin Street in Downs and extending northerly ½ mile to Route 150.

COUNTY HIGHWAY 29: (Towanda-Barnes Road) beginning at the intersection of CH 29 (Jefferson Street) and CH 14 (Hely Street) near the south corporate limits of Towanda and extending northerly ½ mile to Route 66.

COUNTY HIGHWAY 29: (Gridley Road) beginning at the south corporate limits of Gridley and extending north ¼ mile to Route 24 in Gridley.

COUNTY HIGHWAY 34: (Shirley Road) beginning at the SE corner of the NW ¼ of Sec. 32, T 23 N, R 2 E, of the 3<sup>rd</sup> P.M. and extending easterly one mile to Illinois route 51.

COUNTY HIGHWAY 36: (Downs Road) beginning at the NW corner of Sec. 8, T 22 N, R 3 E of the 3<sup>rd</sup> P.M. (intersection of CH 29 and CH 36) and extending easterly 1 ½ mile to the intersection of CH 36 and CH 27. Also beginning at the intersection of Seminary and Washington Streets in Downs and extending easterly ½ mile to Route 150.

COUNTY HIGHWAY 36: (Saybrook Road) beginning at the West Corporate Limits of Saybrook a point near the SE Coner of Sec 20, T 23 N, R 6 E of the 3<sup>rd</sup> P.M. and extending easterly ½ mile to the Saybrook slab.

COUNTY HIGHWAY 41: (Funk Farm Road) beginning at the NW corner of the SW ¼ of Sec. 13, T 22 N, R 1 E, 3<sup>rd</sup> P.M. and extending northerly 3 ½ miles to CH 34 (Shirley Road) near the I-55 overpass at Shirley.

COUNTY HIGHWAY 44: (McLean Road) beginning at the intersection of Route 136 and West Street in McLean and extending northerly ½ mile thence westerly ½ mile to County Highway 59 a point near the SW corner of the NW ¼ of Sec. 35, T 22 N, R 1 W of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 45: (Waynesville Road) beginning at the NW corner of the SW ¼ of the NW ¼ of Sec. 5, T 21 N, R 1 W of the 3<sup>rd</sup> P.M. and extending northerly ¼ mile to Route 136.

COUNTY HIGHWAY 53: (Danvers-Carloch Road) beginning at the intersection of West Street (CH 53) and North Street (CH 18) and extending northerly ½ mile to the

north corporate limits of Danvers. Also beginning at the east on/off ramps of I-74 at Carlock and extending easterly ¼ mile to Rt. 150 in Carlock.

COUNTY HIGHWAY 55: (Congerville Road) beginning at the west corporate limits of Danvers and extending easterly ½ mile to the intersection of West Street (CH 53) and North Street (CH 18) in Danvers.

COUNTY HIGHWAY 59: (Stanford-McLean Road) beginning at the NW corner of the NE ¼ of Sec. 28, T 23 N, R 1 W of the 3<sup>rd</sup> P.M. and extending northerly ½ mile to Main Street in Stanford.

COUNTY HIGHWAY 67: (Gridley Road) beginning at the intersection of Ford Street (CH 67) and Rt. 24 and extending northerly 1/8 mile to the Railroad tracks in Gridley.

COUNTY HIGHWAY 70: (Whiteoak Road) beginning at the intersection of Locust street and Whiteoak Road (CH 70) and extending Northwesterly for 4 ½ miles to the NW corner of the SW ¼ of Sec. 13, T 24 N, R 1 E, 3<sup>rd</sup> P.M. the intersection with new Rt. 150.

NOW THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act hereinabove referred to, that the weight of trucks and commercial vehicles operated upon the particular Class "III" roads hereinafter set forth shall be limited as follows:

The operation of trucks and commercial vehicles upon said highways of a gross weight of more than Eighty Thousand (80,000) as provided for in Section 625 ILCS 5/15-111 of the Illinois Compiled Statutes shall be prohibited.

BE IT FURTHER ORDAINED that the Class "III" highways upon which the operation of said trucks and commercial vehicles of the weights hereinabove set forth are prohibited as follows:

COUNTY HIGHWAY 1: (Cropsey Road) beginning at Route 165 and extending northerly to Yates Street in Cropsey.

COUNTY HIGHWAY 8: (Lake Spur) beginning at I-39 and extending easterly to Lake Bloomington Dam.

COUNTY HIGHWAY 8: (Lexington Road) beginning at Interstate 55 and extending easterly to Cargill Hybrid Seeds entrance.

COUNTY HIGHWAY 13: (Weston Road) beginning at U.S. 24 and extending northerly approximately 1 mile to the Livingston County Line

COUNTY HIGHWAY 15: (Arrowsmith Road) beginning at Route 9 to the southern corporate limit of Arrowsmith.

COUNTY HIGHWAY 28: (Ireland Grove Road) beginning at Stride Drive and extending easterly 1 mile to the Towanda-Barnes Road (County Highway 29).

COUNTY HIGHWAY 29: (Towanda-Barnes Road) beginning at Rt. 150 and extending northerly 6 ¾ miles to Ft. Jesse Road.

COUNTY HIGHWAY 29: (Towanda-Barnes Road) beginning at the I-55 interchange and extending north approximately 2,150 feet to Reeve's Farm North Entrance.

COUNTY HIGHWAY 32: (Stringtown Road) beginning at Covell Road (CH 43) and extending easterly to Route 66 a distance of 3.15 miles.

COUNTY HIGHWAY 36: (Downs Road) beginning at Rt. 51 and extending easterly 2 miles to the Kickapoo Creek Bridge.

COUNTY HIGHWAY 43: (Covell Road) beginning at IL Route 9 southerly to Stringtown Road (C.H. 32) a distance of 4.03 miles.

BE IT FURTHER ORDAINED that it shall be unlawful for any person, firm or corporation to operate any truck or commercial vehicle upon the highways hereinabove designated, which truck or commercial vehicle exceeds the gross weights hereinabove set forth during the restricted periods contained herein, in violation of this Ordinance.

BE IT FURTHER ORDAINED that any person, firm or corporation duly found to be in violation of any of the terms and provisions hereof shall be guilty of a petty offense, with a penalty of a fine not to exceed \$500.00.

BE IT FURTHER ORDAINED that the County Superintendent of Highways shall erect or cause to be erected and maintained signs designating by work or symbol the provisions of the ordinance at each end of the portion of highways affected thereby.

BE IT FURTHER ORDAINED that the provisions of this Ordinance shall not apply to fire apparatus, or to vehicles operating under the terms of a special permit.

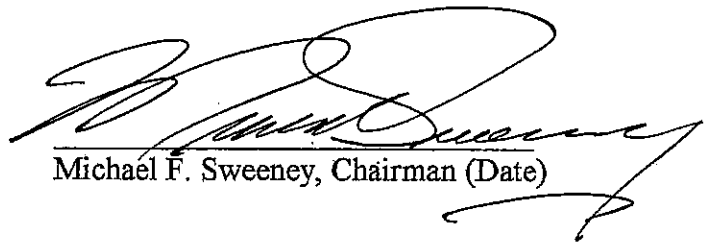
BE IT FURTHER ORDAINED that upon application in writing and good cause being shown, the County Superintendent of Highways may issue a Special Permit, at his discretion, in writing, authorizing the applicant to operate or move a vehicle of excessive maximum weight temporarily upon said highways, upon showing an undue hardship or upon showing that said vehicles cannot reasonable be dismantled or disassembled, said

Superintendent of Highways, however, may require such applicant to indemnify said County against any damages to road foundations or surfaces or structures, and may require such undertaking or other security as may be deemed necessary to compensate for any injury to said road or road structure prior to granting said permit.

This Ordinance shall be in full force and effect immediately upon its passage, adoption and approval as provided by law.

BE IT FURTHER ORDAINED that all previous resolutions and ordinances imposing weight limitations on McLean County Highways are hereby replaced.

Approved by the County Board of McLean County this 18<sup>th</sup> day of January.



Michael F. Sweeney, Chairman (Date)

STATE OF ILLINOIS     ]  
                                  ] SS  
COUNTY OF MCLEAN

I, Peggy Ann Milton, County Clerk in and for said County in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on January 18, 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 18<sup>th</sup> day of January, A.D., 2005.

[SEAL]



County Clerk

**A RESOLUTION BY THE McLEAN COUNTY BOARD  
TO INSTALL ALL WAY STOPS**

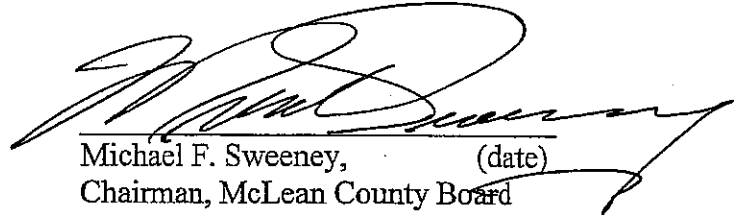
WHEREAS, the intersections on the Sabina / Arrowsmith Road (CH 15) at 750 North Road with 3200 East Road and at 750 North Road with 3300 East Road have been the site of several accidents, and

WHEREAS, the turning movement has become the heavier traffic volume, and

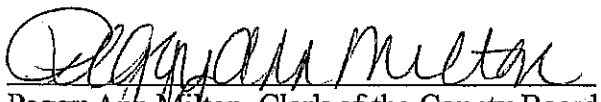
WHEREAS, the McLean County Highway Department has studied the said intersections and recommended that all way stops be installed, now

THEREFORE, be it hereby resolved by the McLean County Board that the above intersections on Sabina / Arrowsmith Road (CH 15) at 3200 East Road and at 3300 East Road be all way stops, and that the McLean County Highway Department is hereby directed to install the appropriate signing at said intersections.

APPROVED:

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

ATTEST:

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

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 K & R Gravel, in case SU-04-24, parcel (27)-31-05-200-001. They are requesting a special use to allow a mining facility (gravel pit) for the extraction of sand, gravel, and topsoil including storage, washing, screening, crushing, loading and hauling as accessory uses with a request for the following modifications: to allow a variance in paving requirements to allow an access road to be paved with concrete 50 feet from the edge of the pavement from a public road rather than 100 feet from the property line as required; to allow temporary scale and scale house facilities; to allow an operations trailer; and to allow placement of identification signage in the A-Agriculture District; on property which is part of Section 5, Township 22N, Range 5E of the 3<sup>rd</sup> P.M.; and is located in West Township immediately southwest of the intersection of 750 North Road and 3200 East Road (County Highway 15).

After due notice, as required by law, the Board of Appeals held a public hearing in this case on January 4, 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 161 acre property is relatively flat and drains to the southwest. A farm dwelling is located on the property. The property is used in part as a gravel pit and in part for crop production. The property has 2656 feet of frontage on the south side of 750 North Road and 2651 feet on the east side of County Highway 15. Access to the property is provided from 750 North Road which is an oil and chip road 18 feet in width.

**SURROUNDING ZONING AND LAND USE** - The surrounding zoning on all sides is the A-Agriculture District. The surrounding land use on all sides is crop production.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 119 out of 125 points. The site assessment score was 151 out of 175 points. The total LESA score was 270 points out of 300. A score of 225 points and above means the property is of very high value for agricultural land protection.

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

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The McLean County Regional Planning Commission, working with staff, has reviewed the proposal for consistency with the Comprehensive plan and has given the proposal a satisfactory score of 'C'. The applicant is proposing to operate a gravel extraction facility in the Agriculture District that previously had been operating under the nonconforming section of the Zoning Ordinance. The applicant claims this pit has been in operation since 1966. The Director of Building and Zoning has determined this gravel extraction facility has ceased operating for more than six consecutive months, thus losing its nonconforming status. The property is surrounded by land that is in crop production and is not near many residences or an incorporated town. The applicant is also requesting a variance in the paving requirements to



allow an access road to be paved 50 feet from the edge of pavement from a public road rather than 100 feet from the property line as required. The applicant will control dirt from placement on the public road and control dust on haul roads.

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. Nearby properties that are currently used for 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 property is surrounded by property that is in crop production. 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 applicant has obtained a permit for a septic system from the County Health Department for the dwelling on the property.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the existing entrance. The West Township Road Commissioner has indicated his approval for road access to the proposed use. The applicant has obtained a road agreement with the County to help improve off site roads.
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, provided a bond or letter of credit, as approved by the State's Attorney's Office, for \$30,800 is obtained by the applicant and held by the Department of Building and Zoning, until the trees surrounding the operation are established for at least two years, provided as built plans certified by a registered engineer or surveyor are provided upon closure of gravel pit consistent with the approved restoration plan, provided that reclamation is completed continually during the mining process as indicated in the approved plans, provided that dust control is maintained on the property, and provided dirt is kept off the public road from trucks leaving the property.

Therefore this Board recommends that a special use be approved on the property described above to allow a mining facility (gravel pit) for the extraction of sand, gravel, and topsoil including storage, washing, screening, crushing, loading and hauling as accessory uses with request for the following modifications: to allow a variance in paving requirements to allow an access road to be paved with concrete 50 feet from the edge of the pavement from a public road rather than 100 feet from the property line as required; to allow temporary scale and scale house facilities; to allow an operations trailer; and to allow placement of identification signage, provided that development follows the

**Findings and Recommendation**

SU-04-24, Page 3

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 and provided the above listed conditions are followed.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was six members for the motion to recommend approval, none opposed and Member Finnigan was absent.

Respectfully submitted this 4<sup>th</sup> day of January 2005, McLean County Zoning Board of Appeals

SALLY RUDOLPH

---

Chair

Sally Rudolph, Chair

Tony Wheet

David Kinsella

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 Tom Kirk, in case SU-04-25, parcel (05)-21-15-151-012. He is requesting a special use to renew and expand the time limit indefinitely of special use case 03-05-S that allowed a Solid Waste Collection/Processing Facility – Recycling and Mulching Facility to operate for one year in the M-2 General Manufacturing District; on property which is part of Section 15, Township 23N, Range 2E of the 3<sup>rd</sup> P.M.; and is located in Bloomington Township approximately 450 feet east of Bunn Street and approximately 800 feet north of Hamilton Road

After due notice, as required by law, the Board of Appeals held a public hearing in this case on January 4, 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 2.9 acre property was formerly a railroad right-of-way and has 332 feet of frontage on the east side of Tri Lakes Road which is an oil and chip road 18 feet in width. The property has a recorded access easement from the property to Hamilton Road to the south for use by trucks entering and leaving the property. The property is relatively flat and slopes to the south and east.

**SURROUNDING ZONING AND LAND USES** - The property is in the M-2 General Manufacturing District and is surrounded on all sides by land in the M-2 District. The land to the north is used as a salvage yard. The land to the south is vacant. The land to the east is occupied by the Tri Lakes Recreation Conservation and Recreation Club. The land to the west is in part vacant and in part used for commercial uses.

**ANALYSIS OF SEVEN STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant recycles material from construction and renovation sites from around the Bloomington/ Normal Area. The applicant will have two grinders located on this property. The applicant will use water to control the dust that is generated by the grinders. The recycling facility will likely be an asset to the community by recycling useable materials that would otherwise end up in a landfill. In the next five years the applicant also proposes to construct a building that will be used to separate and recycle materials. The applicant agrees to provide storm water plans before the construction of the concrete sorting area begins.
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 surrounded by land in the the M-2 General Manufacturing District. The applicant has access to this property off of Hamilton Road and has built a nine foot high fence and wall around the perimeter of the property.

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 perimeter of the property is surrounded by concrete blocks and a privacy fence nine feet in height. The tall fence and wall will adequately screen the recycling activities from the surrounding properties.
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 a private well in order to provide water for dust control. The property has access to a six inch water main from the City of Bloomington for additional dust control and fire safety. The property has 332 feet of frontage on the east side of Tri Lakes Road. The applicant agrees to provide storm water plans before any construction begins.
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. The property has an access easement over the property directly to the south that connects to Hamilton Road. The applicant agrees to use the Hamilton Road entrance for all truck use to this property.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the M-2 General Manufacturing District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the M-2 General Manufacturing 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, provided the following conditions are met:

- 1) Grinding is limited to 8:00 a.m. to 5:00 p.m. Monday thru Friday;
- 2) Hours of operation are limited to 6:00 a.m. to 8:00 p.m. Monday thru Friday and Saturday 8:00 a.m. to 12:00 noon; and
- 3) Storm water detention plans will be provide before any construction of buildings or outdoor concrete sorting areas.

Therefore this Board recommends that a special use be granted on the property described above to allow a Solid Waste Collection/Processing Facility-Recycling and Mulching Facility in the M-2 General Manufacturing District to be extended indefinitely, 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 and provided the above listed conditions are followed.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was six members for the motion to recommend approval, none opposed and Member Finnigan was absent.

Respectfully submitted this 4<sup>th</sup> day of January 2005, McLean County Zoning Board of Appeals

SALLY RUDOLPH

Chair

Sally Rudolph, Chair  
Tony Wheet  
David Kinsella  
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 R-1 Single Family Residence District to a classification of C-Commercial District on 1.65 acres of land which is part Section 17, Township 22N Range 1E of the 3<sup>rd</sup> P.M.; and is located in Funks Grove Township immediately west of the intersection of 800 East Road and 550 North Road.; and

WHEREAS, the McLean County Zoning Board of Appeals has held a public hearing on said application under Case No. ZA-04-05 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 R-1 Single Family Residence District to a classification of C-Commercial District.

Adopted by the County Board of McLean County, Illinois this 18<sup>th</sup> day of January 2005.

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk  
McLean County, Illinois



Michael F. Sweeney, Chairman  
McLean County Board

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 Stephen and Debby Funk, in cases ZA-04-05, parcels (16)-27-17-200-009 & part of 008. They are requesting a map amendment to change the zoning classification from R-1 Single Family Residence District to C-Commercial District on 1.65 acres of property which is part of Section 17, Township 22N, Ranged 1E of the 3<sup>rd</sup> P.M.; and is located in Funks Grove Township immediately west of the intersection of 800 East Road and 550 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on January 4, 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 1.8 acre property is relatively flat and drains to the west. The property is in part a lot with two out buildings and in part crop production. The property has 250 feet of frontage on the west side of 800 East Road which is in part oil and chip 17 feet in width and in part asphalt 24 feet in width. County Highway 36 turns 90 degrees in front of the property.

**SURROUNDING ZONING AND LAND USE** - The land to the north, west and south is in the R-1 Single Family Residence District. The land to the east is in the C-Commercial District. The land to the north and west is in crop production. The land to the east is occupied by grain bins. The land to the south is occupied by a single family dwelling and is 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 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 is adjacent to land in the Commercial District to the east which is in the unincorporated Funks Grove area. In 1966 when zoning was adopted by the County the majority of this property was zoned Commercial. In 1987 it was zoned to R-1 Single family Residence District in case number 82-18-Z. The land to the north and west is vacant and in crop production.
- 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 property is gently sloping. The

topography and dimensions of the property are appropriate for uses in both districts.

- 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 approximately 250 feet of frontage on the west side of 800 East Road. It appears that safe sight distance for an entrance can be provided.
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 County Highway 36.
- 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 C-Commercial District will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. The property is relatively flat and not located within the 100 year flood hazard area.
- 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 C-Commercial District.** This standard is met. The Funks Grove Township Fire District will provide fire protection for the subject property. Public sewer and water is not available at this site. The applicant will need a sewage disposal system that is either approved by the County Health Department or the Illinois Environmental Protection Agency (IEPA) prior to issuing any building permits for this property. The water is proposed to be supplied by a private well.
- 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. The intent of the zoning ordinance is to "Provide for urban uses outside incorporated places in response to market demand, provided development standards do not create a burden for the public".

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 R-1 Single Family Residence District to a classification of C-Commercial District.



**ROLL CALL VOTE UNANIMOUS** - The roll call vote was six members for the motion to recommend approval, none opposed and Member Finnigan was absent.

Respectfully submitted this 4<sup>th</sup> day of January 2005, McLean County Zoning Board of Appeals

SALLY RUDOLPH

---

Chair

Sally Rudolph, Chair  
Tony Wheet  
David Kinsella  
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 Stephen and Debby Funk for a special use to allow an Integrated Center in the C-Commercial District to allow wine making from crops grown off and on the nearby property, to sell the wine and other retail items on the property as an accessory use and to allow a reception facility addition that will be started within five years – all to take place in one building in the C-Commercial District, in case SU-04-26, parcels (16)-27-17-200-009 & part of 008, on 1.65 acres of property which is part of Section 17, Township 22N, Ranged 1E of the 3<sup>rd</sup> P.M.; and is located in Funks Grove Township immediately west of the intersection of 800 East Road and 550 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on January 4, 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 1.65 acre property is relatively flat and drains to the west. The property is in part a lot with two out buildings and in part crop production. The property has 250 feet of frontage on the west side of 800 East Road which is in part oil and chip 17 feet in width and in part asphalt 24 feet in width. County Highway 36 turns 90 degrees in front of the property.

**SURROUNDING ZONING AND LAND USE** - The land to the north, west and south is in the R-1 Single Family Residence District. The land to the east is in the C-Commercial District. The land to the north and west is in crop production. The land to the east is occupied by grain bins. The land to the south is occupied by a single family dwelling and is used for crop production.

**BACKGROUND:** - A separate application is being considered by the County Board with respect to a map amendment to change the zoning of this property from R-1 Single Family Residence District to C-Commercial District in case ZA-04-05. A map amendment will need to be approved in order for this special use to be granted.

**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 applicants are proposing to open a Winery and Vineyard business on the subject property. The applicants will process and bottle the wine from grapes grown on and off the property. It will take several years for a vineyard on the property to produce enough grapes for the winery. The applicants will sell wine and other retail items from one principal building on the property. They are also proposing to build an addition to this building within the next five years that will be used as a wedding reception facility. The building will be an

Integrated Center that will be used to processing and bottle wine, sell wine and other retail items, and a reception facility. The applicants run a maple syrup business on nearby property and farm several hundred acres. The applicants indicated that a reception hall would be an asset and complement the church and the natural areas in the Funks Grove area.

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. Nearby properties that are zoned for residential development will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for residential development will continue to be suitable for such use. A planting screen and 20 foot buffer will be provided between the property and the adjacent property used for residential development.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has approximately 250 feet of frontage on the west side of 800 East Road. The applicant will need to obtain approval from the County Health Department or the Illinois Environmental Protection Agency (IEPA) for a sewage disposal system prior to the issuance of any building permits.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the proposed entrance. The applicant has obtained approval from the County Highway Department for an entrance from the property for the proposed use to the County Highway 36.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Commercial District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Commercial 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, provided the conditions are approved as attached below.

Therefore this Board recommends that a special use be granted on the property described above for a special use to allow an Integrated Center in the C-Commercial District to allow wine making from crops grown off and on the nearby property, to sell the wine and other retail items on the property as an accessory use and to allow a reception facility addition that will be started within five years – all to take place in one building in the C-Commercial District, provided one handicapped parking space is installed prior to an occupancy permit is issued, approval is

obtained for sewage disposal system from the appropriate regulatory authority prior to issuing a building permit and case ZA-04-05 is approved for a map amendment to change the zoning classification of the property to C-Commercial District.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was six members for the motion to recommend approval, none opposed and Member Finnigan was absent.

Respectfully submitted this 4<sup>th</sup> day of January 2005, McLean County Zoning Board of Appeals

SALLY RUDOLPH  
\_\_\_\_\_  
Chair

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

APPROPRIATION TRANSFER ORDINANCE  
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2004  
 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

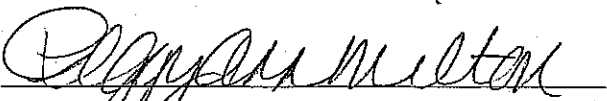
WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

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
-----					
Justice Committee					
	FUND 0001 DEPARTMENT 0029 SHERIFF PGM 0027 LAW ENFORCEMENT OPERATION				
0841 0001 PURCHASE OF POLICE EQUIP.		4,000.00			
	FUND 0001 DEPARTMENT 0029 SHERIFF PGM 0029 ADMINISTRATIVE SERVICES				
0743 0001 RADIO/COMMUN.EQUIP.MAINT.		5,000.00			
0793 0001 TRAVEL EXPENSE		5,300.00			
	FUND 0001 DEPARTMENT 0029 SHERIFF PGM 0027 LAW ENFORCEMENT OPERATION				
				0621 0001 OPERATIONAL SUPPLIES	4,000.00-
				0839 0001 PURCHASE/RADIO EQUIPMENT	10,300.00-
		14,300.00			14,300.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois  
 THIS 18TH DAY OF JANUARY , 2005

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

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



McLEAN COUNTY SHERIFF'S DEPARTMENT  
DAVID OWENS, SHERIFF  
"Peace Through Integrity"  
Administration Office  
(309) 888-5034  
104 W. Front Law & Justice Center Room 105  
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051  
Patrol Commander (309) 888-5166  
Patrol Duty Sergeant (309) 888-5019  
Jail Division (309) 888-5065  
Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

December 28, 2004

TO: Mr. Tari Renner, Chairman  
Justice Committee  
FROM: Sheriff David Owens  
SUBJ: BUDGET TRANSFERS

Dear Mr. Renner:

I am writing this letter to request the following budget transfers in the FY 2004 Budget, (Appropriation transfer request form attached).

- 1) We received a Federal Law Enforcement Block Grant for \$4000 to purchase Tasers for the McLean County Sheriff's Office. The transfer is necessary due to the fact that the items we are going to purchase are not a Capital Expenditure.
- 2) Some County agencies will not be allowed to be part of the StarCom 21 Radio System because they are not considered emergency service agencies. The purchase of an UHF repeater and installation to replace a non-functioning repeater at Watterson Towers, Normal, IL will provide communication for these County agencies and a redundant radio frequency/system for the McLean County Sheriff's Office if the primary system fails. A mobile UHF radio will also be installed at the Sheriff's office as part of this proposal. The mobile radio was purchased earlier in the year as part of a Homeland Security Grant that the Sheriff's Office received. The cost of this limited system will be \$10,295.40 and is covered under a state purchasing contract.

If you have any questions, please give me a call.

Sincerely,

David Owens  
Sheriff

DO:jc



**McLEAN COUNTY BOARD**  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

January 13, 2005

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to award the bid for uniforms and equipment to the Ray O'Herron Company, Danville, Illinois.

Funding for the purchase of uniforms and equipment was appropriated in the Fiscal Year 2005 adopted budget for the Sheriff's Department.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1  
Stan Hoselton  
Don J. Cavallini

District #3  
Michael F. Sweeney  
Diane R. Bostic

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

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

District #9  
Chris Kalapp  
Cathy Ahart

District #2  
Matt Sorensen  
Rick Dean

District #4  
Ann Harding  
Duane Mass

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

District #8  
Paul R. Segobiano  
Tari Renner

District #10  
Benjamin J. Owens  
Bob Nuckolls



# Ray O'Herron Co., Inc.

Suppliers of Police Equipment

3549 North Vermillion Street - P.O. Box 1070

DANVILLE, ILLINOIS 61834-1070

Phones: (217) 442-0860 or (800) 223-2097

FAX (217) 443-3808

October 21, 2004

McLean County Sheriff's Department  
104 W Front Street Room 105  
Law & Justice Center  
Bloomington, IL 61702

Ref: Uniform & Equipment Bid  
2/1/2005 - 1/31/2006  
Due: 12/17/2004 10 am

Attn: Lt Mark L Bailey

Enclosed please find our bid for the uniforms and equipment contract for the up and coming year. Following are the oversize charge rates which apply to all clothing.

Blauer 4XL +30% Over that +100%  
Horace Small Pants 44-50 +10%/52-54 +20%/Women's 20-22 +10% 24-26 +20%  
Shirts 18-18.5/2XL +10%/19-19.5/3XL +20%/20-20.5/4XL + 30%  
Womens 42-44 +10%/46-48 +20%  
Fechheimer Pants 44-50 +10%/52-54 +20%/56-58 +30%/60 +40%/Womens 20-24 +10%/26-28 +20%/30-32 +30%  
Shirts 19/3XL up or 37 sleeve +30%/Womens 48 up +30%  
Coats/Jackets 52-54/2XL +10%/56-58/#XL +20%/60 +30%  
Extra Longs 48-52 +20%/54-56 +30%  
Taylor Leatherwear 52-54/2XL +10%/54-56/3XL +20%/58-60/4XL +30%

If you have any questions, please feel free to contact me at 800-223-2097 ext 114 or by e-mail at [jdonath@oherron.com](mailto:jdonath@oherron.com).

Sincerely,

Judie Donath  
Bids & Contracts



September 29, 2004

INSTRUCTIONS TO BIDDERS

Sheriff's Department Uniform & Equipment Purchases  
For The One Year Period of February 1, 2005 to January 31, 2006

Purchasers: Purchasers are the McLean County Sheriff's Department, 104 W. Front St., Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400.  
Contact person: Patrol Administrative Commander: Lt. Mark L. Bailey

**Mandatory Vendor Information**

Name of company submitting formal quote: RAY O'HERRON COMPANY, INC.  
Printed name of authorizing agent submitting quote: RAY O'HERRON  
Signature of authorizing agent submitting Quote: Ray O'Herron  
Date quote proposal submitted: 10/21/04  
Company address: 3549 N VERMILION ST, PO BOX 1070  
DANVILLE IL 61834-1070  
Company Contact Telephone Number: 1-800-223-2097 EXT 114  
Company Contact Email Address: jdonath@oherron.com  
Company Contact FAX Number: 1-(888) 223-3235

Quote Procedure: All quotes shall be prepared on quote forms supplied by the McLean County Sheriff's Department and shall be enclosed in a sealed envelope marked as follows:

**"Proposal for uniforms & equipment purchases for the McLean County Sheriff's Department"**

The name and address of the bidder **must** appear in the upper left hand corner of the sealed envelope. The envelope **must** be delivered to the McLean County Administrators Office, Rm 401, Government Center, 115 E. Washington Street, Bloomington, Illinois 61702, by 10:00am on Friday, December 17, 2004. This is the date and time of the bid opening.

Bids will be opened in Room 404 of the Government Center by the McLean County Auditor or her representative. Upon completion of the opening, bids will be turned over to the McLean County Sheriff's Department.

Bids will be evaluated by the Sheriff's Department personnel and a recommendation made to the Justice Committee of the McLean County Board. The County Board will act on the contract award and a successful bidder will be named.

Basis of Contract Award: The contract for the purchase of uniform items shall run from February 1, 2005 to January 31, 2006 and be in full compliance with the McLean County Competitive Bidding Procedure Policy Resolution. Bid prices are to be firm for the duration of the contract. The purchaser will obtain all items listed in the specifications from the successful bidder for the duration of the contract. Vendors must agree to sew on all shoulder patches, chevrons, cap, and badge patches (supplied by the Sheriff's Department) at no extra charge. Vendors submitting bids may provide an equivalent brand and model of uniform to the one specified if **the substituted item is at least of the same quality and value as the substituted item and is functionally the same item but from a different manufacturer.**

Vendors must agree to ship all ordered items within 21 days of receiving orders from the Sheriff's Department. If the vendor ships an incorrect item (wrong color, size, etc.) the vendor will be responsible for shipping the correct item to the Sheriff's Department as soon as notified by phone of the error. The incorrectly shipped item may be picked up at the Sheriff's Department by the vendor within 21 days of notification. If items are not picked up within the 21 days it will be assumed that the vendor does not want the items and that they may be disposed of by the McLean County Sheriff's Office in any way they see fit. Vendors must measure new officers for sizing for their clothing/equipment issue. This will be done at the Law & Justice Center in Bloomington, Illinois.

The Sheriff's Department reserves the right to inspect vendors "in-house" stock & inventory prior to a bid being awarded, to ensure that the vendor can reasonably be expected to service the account and ship items in a timely manner. **Vendors are asked to not bid on this contract if they do not have a complete inventory of these items in stock and intend to maintain this inventory for the duration of the contract. This has been a problem in the past so please save yourself the trouble and don't bid this contract if you don't have the inventory stock.**

Questions on Specifications: Bidders having questions on specifications or any portion of the bid procedure should contact Lt. Mark L. Bailey at : 309-888- 5859 Monday through Friday, 8:30a.m. to 4:30p.m. , Fax: (309) 888-5072 or E-Mail mark.bailey@mcleancountyil.gov

Vendors **do not** have to bid on all categories of this bid request to be considered for a contract with McLean County, e.g. the uniform category of the contract may go to one vendor while the miscellaneous equipment category of the contract may go to a different vendor. This way McLean County can get the best pricing for each category of product. However, we will attempt to deal with only one vendor per product category to keep our administrative ordering process streamlined and efficient. We do however reserve the right to buy any individual item at the lowest price by any vendor on any given product.

Police & Correctional Officer's Uniform Category

Brands of uniforms that may be acceptable as a substitute for those listed below include Fechheimer, Blauer, and Flying Cross. You may bid another brand as long as the substituted models & brands are approved by Lt. Kistner prior to the bid opening and they are comparable to the particular brand and model listed below. *If you substitute a brand please note that clearly so we know exactly what you propose as a substitute.*

- \$247.16 Deputy Blauer Jacket #GTX-9010-Z
- 102.40 Deputy Horace Small Convertible Jacket #2307 HS2307
- 36.68 Command White S.S. Shirt Flying Cross #95R6600
- 39.77 Command White L.S. Shirt Flying Cross #45W6600
- 50.43 Deputy Pants Horace Small Pink Tan #8300 w/Dark Brown Stripe per current design HS2136
- 40.47 StreetGear 8810 Poly Cotton Brown Trousers
- 4.39 Sam Broom Necktie in pink tan or corrections gray 18" 45015 20" 45045
- 7.68 Ballcap in deputy brown or corrections blue w/mesh
- 43.13 Midway 5-Star hat (with all accessories including cover matching pant material)
- 4.39 Replacement Midway hat accessories, silver, or gold
- 24.02 Midway hat cover in white leather material
- 15.18 Langenburg winter hat #4396 fur trooper type
- 61.77 Bates Lightweight men's shoes in clarino Model #942
- 60.39 Bates Lightweight women's shoes in clarino Model #742
- 132.46 Rocky Boots Model #8032-1
- 20.79 Rainfair yellow raincoat #2100-8000
- 51.92 Fechheimer brown ~~oxine~~ windbreaker #~~43159~~ 42159 BREEZE BENDER
- 57.10 Wooly Pully 100% wool sweater in brown or blue (Blaur Model 200) with badge tab
- 89.50 U.S. 101 Coveralls - brown or black
- 109.55 Corrections Blauer #~~6025~~ Convertible Jacket #6120
- 47.22 Corrections Flying Cross S.S. Shirt #97R6686
- 41.73 Corrections Flying Cross L.S. Shirt #47W6686
- 46.67 Fechheimer Corrections pants #32230
- 41.69 Deputy Flying Cross Long Sleeve Shirt #45R6694
- 36.68 Deputy Flying Cross Short Sleeve Shirt #95R6694
- 65.88 Bates Enforcer 4" quarter boot 5" 2262
- 85.65 Bates Chukka Leather Shoe Model 78
- 307.44 Illinois State Police Style Leather Jacket Model 4415
- 68.08 RW1684L Yellow Raincoat 50" w/hood
- 118.95 Blauer Defender 734BR raincoat 734 DISCONTINUED BID 733 REV. RAINCOAT
- 42.83 Sentry Plus Men's LS Shirt ~~Z919AP~~ HS2245
- 33.18 Sentry Plus Men's SS Shirt ~~Z959AP~~ HS1245
- 35.84 Sentry Plus Women's LS Shirt ~~Z905AP~~ HS1183
- 33.68 Sentry Plus Women's LS Shirt ~~Z975AP~~ HS1284
- 34.59 BLAUER STREETGEAR SS BRN SHIRT 8713
- 38.58 BLAUER STREETGEAR LS BRN SHIRT 8703

**TOTAL FOR UNIFORM CATEGORY \$ 2394.44**

- 58.21 BLAUER 210 WOOLY PULLY W/BADGE TAB
- 58.36 FECHHEIMER 43150 WIND CHAMP BLUE

### POLICE LEATHER CATEGORY

Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

- \$ 48.01 Outer duty belt #120-FV w/buckle B101-A
- 36.37 Inner velcro garrison belt #125-FV B125-FV
- 33.58 Cuff Case - velcro C304-V
- 6.40 Keepers that are the wide "snap" type S502-4
- 8.73 Nightstick 1.5" ring S-505
- 34.10 Magazine Pouch #D407-V-CL
- 27.45 Speedloader Pouch #D418 SAF 340
- 105.54 Safariland SS-III Safety Holster DON HUME H746-SH
- 28.84 Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon) ND.H
- 28.84 Portable Radio Carrier for Motorola XTS 5000 radios ("Uncle Mike" in Black Nylon)
- 28.84 Portable Radio Carrier for Motorola HT 1250 radios ("Uncle Mike" in Black Nylon)
- 28.84 Portable Radio Carrier for E.F. Johnson Model 8588 Viking CM ("Uncle Mike" in Black Nylon)
- 13.33 Latex Glove Pouches (to carry protective gloves) C321
- 54.31 Safariland 87V Duty Belt in Clarino w/buckle B120-FV
- 36.37 Safariland #99 Inner velcro belt in Clarino DON HUME B125-FV
- 21.42 Bianci Model 73075 pepper holder in Clarino C309

**TOTAL FOR THE POLICE LEATHER CATEGORY \$ 540.97**

**POLICE LEATHER CATEGORY**

Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

- \$42.59 Outer duty belt #120-FV w/buckle #94
- 19.19 Inner velcro garrison belt #125-FV #99
- 21.32 Cuff Case - velcro #90-9
- 6.40 Keepers that are the wide "snap" type 654-9
- 6.93 Nightstick 1.5" ring S-505 #67S
- 23.45 Magazine Pouch #D407-V-CL #77
- 28.79 Speedloader Pouch #D418 #340
- 104.25 Safariland SS-III Safety Holster #070
- 24.40 Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon) 4291-4
- 24.40 Portable Radio Carrier for Motorola XTS 5000 radios ("Uncle Mike" in Black Nylon)
- 24.40 Portable Radio Carrier for Motorola HT 1250 radios ("Uncle Mike" in Black Nylon)
- 24.40 Portable Radio Carrier for E.F. Johnson Model 8588 Viking CM ("Uncle Mike" in Black Nylon) **ADD \$5.00 FOR SWIVEL (4298)**
- 11.27 Latex Glove Pouches (to carry protective gloves) #33-9V
- 49.03 Safariland 87V Duty Belt in Clarino w/buckle #87V
- 19.19 Safariland #99 Inner velcro belt in Clarino #99
- 21.42 Bianchi Model 73075 pepper holder in Clarino #38

**TOTAL FOR THE POLICE LEATHER CATEGORY \$ 451.43 W/O SWIVEL**  
**471.43 W/SWIVEL**

## BLANCHI

## POLICE LEATHER CATEGORY

Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

<u>\$43.29</u>	Outer duty belt #120-FV w/buckle	7960	
<u>20.20</u>	Inner velcro garrison belt #125-FV	7205	
<u>21.64</u>	Cuff Case - velcro	7900	
<u>11.89</u>	Keepers that are the wide "snap" type	7906	
<u>8.29</u>	Nightstick 1.5" ring S-505	7904	
<u>29.05</u>	Magazine Pouch #D407-V-CL	7902	
<u>22.44</u>	Speedloader Pouch #D418	7901	
<u>64.87</u>	Safariland SS-III Safety Holster	7130	
<u>27.03</u>	Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon)		7314S/7324
<u>27.03</u>	Portable Radio Carrier for Motorola XTS 5000 radios ("Uncle Mike" in Black Nylon)		
<u>27.03</u>	Portable Radio Carrier for Motorola HT 1250 radios ("Uncle Mike" in Black Nylon)		
<u>27.03</u>	Portable Radio Carrier for E.F. Johnson Model 8588 Viking CM ("Uncle Mike" in Black Nylon)		
<u>19.99</u>	Latex Glove Pouches (to carry protective gloves)	7915	
<u>43.28</u>	Safariland 87V Duty Belt in Clarino w/buckle	7970	
<u>20.20</u>	Safariland #99 Inner velcro belt in Clarino	7205	
<u>21.64</u>	Bianci Model 73075 pepper holder in Clarino	7907	

**TOTAL FOR THE POLICE LEATHER CATEGORY \$ 434.90**

**BADGE CATEGORY**

**Blackington is the only badge we will accept in this category. No substitutes here please.**

- \$ 44.80 Hat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener
- 53.30 Same as above but in HiGlow finish
- 51.25 Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back.
- 62.00 Same as above but in HiGlow finish
- 57.70 Shirt Badge #B1275 w/black letters, full color state shield with HiGlow finish and pin back ( Lieutenants )
- 72.75 Detective Badge #B736 w/black lettering, full color state seal, and clip back in HiGlow & I.D. badge case
- 15.00 Tie Tack #A3271 in either gold or silver color finish
- 13.00 Namebar #A2388 in Rhodium finish
- 17.25 Same as above but in HiGlow finish
- 15.25 "Serving Since" bar in gold or silver finish
- 19.00 Badge Cases for B1004
- 19.00 Badge Cases for B736
- 19.00 Badge Cases for B1275
- 7.00 94-G-UKFC TIE BAR

**TOTAL FOR THE BADGE CATEGORY: \$ 466.30**

**POLICE BODY ARMOR CATEGORY**

No substitutes will be accepted in this category.

**\$379.00 2nd Chance Body Armor    SECOND CHANCE SMF-II W/SPA & 5X8 K-30 PLATE**  
Superfeatherlight  
with SPA & K30 insert  
Threat level-II  
"MAXIMUM Model 22 x \_\_\_\_\_ "                    **NO OVERSIZE CHARGES**

**\$51.00 Replacement 2nd Chance SPA for the above listed vest.**

OR,

**If the above vest is not available please provide specifications and cost on a comparable vest.**

**SUB TOTAL FOR POLICE BODY ARMOR                                    \$ 430.00**



MISCELLANEOUS POLICE EQUIPMENT CATEGORY

Substitutes are allowed in this category, however, as in other categories we want to know exactly what you propose to substitute--explain clearly what you are proposing to substitute & as in other categories, Lt. Bailey must be able to inspect any proposed substitutes to make certain it is of equal or better quality and value to what is listed here. This category bid will only be considered if it is a complete bid on all items – or comparable items are bid if you choose to substitute as outlined above.

- \$ 14.42 Safariland Speedloaders
- 340.00 CMI Model S-02 PBT unit STATE CONTRACT 4011254 SD#2
- 25.54 Peerless PSN handcuffs 4710
- 9.60 H.K.S. Speedloaders
- 179.00 Premier Crown Riot Helmet Model 700 with full riot package
- 57.53 (RCK 700 conversion kit)
- 57.68 Replacement RCK 700 Conversion Package
- 11.33 Replacement visor w/rank band for Premier 700 VI-COLOR-RANK
- 22.66 Replacement interior liner & sizing kit for Premier 700 ILK1
- 21.63 Saunders Aluminum Report Writing Board #AH8512 10017
- 16.48 Saunders Aluminum Ticket Writing Board #A48102 10006
- 231.00 Evidence Tape SM1000 (red tape w/black lettering -price per 24 rolls
- 3.50 3 volt Lithium Batteries #DL123A
- 290.00 Red Flares w/spikes #2730-30 minute (per gross) +HAZARDOUS FEE
- 280.00 Red Flares w/spikes #2720-20 minute (per gross) +HAZARDOUS FEE
- 24.50 Hickory 36" riot baton w/rawhide thong J0984/A5JP
- 53.51 ASP Expandable Baton Model #616-B 02211
- 56.54 ASP Expandable Baton Model #F-21-B 02411
- 60.77 ASP Expandable Baton Model #926-B 02611
- 25.00 NIK Narcotics Test Kit "G" #6077 ODV-904B \$20.50 SIRCHIE NARK2007 \$17.70
- 25.00 NIK Narcotics Test Kit "E" #6075 ODV 908 \$20.50 SIRCHIE NARK2005 \$17.70
- 105.06 Streamlight SL-20x with DC & AC charger 26010
- 30.39 Streamlight Ni-Cad Battery stick for SL-20x 20170
- 12.26 Streamlight replacement bulb/lamp module for SL-20x 20110
- 10.82 Streamlight Charger Sleeve 22052
- 412.00 Alco-Check 3000 breath test device w/AC & DC Charger CMI SD-5 001042K-IL  
Batteries & 200 mouthpieces included
- 58.71 Michaels of Oregon Holster #9925
- 28.84 Michaels of Oregon Holster #8820
- 28.84 Michaels of Oregon Holster #8821
- 26.78 Rondex CPR Mask #2230-2 w/ #5000 storage kit #5000 DISCONTINUED
- 6.70 Disposable Emergency Blanket U.S. Laminating Brand EACH
- 41.20 MOUTHPIECES 015035 SD-2 & SD-5

8.76 Rondex CPR Kit #2230-2

DISC C.P.P. Inc. Bloodborn Pathogens kit Style #6SK (per case of 12 kits)  
per case of 10 (60" x 90")

12.62 Def-Tec 1st Defens Pepper Mace MK III 5039 CTS 1340 \$11.75

14.94 Def-Tec 1st Defense Pepper Mace MK IV 5049 CTS 1440 \$12.85

DISC Def-Tec 1st Defense Pepper Mace MK V

11.59 Def-Tec 1st Defense Pepper Mace MK VI 5069

41.46 Def-Tec 1st Defense Pepper Mace MK IX 5099 CTS 1940 \$40.75

35.28 MSI - FEDERAL LABS 4040 PEPPER FOAM 4040

41.46 MSI - FEDERAL LABS 4030 PEPPER FOAM 4030

27.81 Outer's firearms target pasters (20 roll carton) NATL PASTERS

98.88 Flex-Cuf's per order of 100 (#5010)

271.92 Def-Tec Gas Mask Model 68 tactical with nylon holder 1497C-1499C/1511

473.80 Glock Model 21 pistol PN PI-21002

471.74 Remington 870 Parkerized finish 20" barrel, rifle sights with 7 shot  
magazine capacity

87.04 Streamlight Stinger flashlight AC75001

20.34 Closed Top Carrier for the above listed STN-3 Clarino

**SUB TOTAL FOR MISCELLANEOUS CATEGORY \$4127.36 W/NIK & DEF TEC**  
**\$4118.36 W/ODV & DEF TEC**  
**\$4112.76 3/SIRCHIE & DEF TEC**

**\$4123.69 W/CTS & NIK**  
**\$4114.69 W/CTS & ODV**  
**\$4109.09 W/CTS & SIRCHIE**

Pantagraph Newspaper Advertisement for Bid

McLean County will receive sealed bids on police and correctional uniforms and police equipment for the Sheriff's Department. Bids will be received at the Administrators Office, Room 404, Government Center, 115 E. Washington Street, Bloomington, Illinois 61702, until 10:00 a.m. Friday, December 17, 2004, at which time bids will be opened publicly and read in Room 404. Copies of bidding documents may be obtained from Lt. Mark L. Bailey at the McLean County Sheriff's Office, Room 105, of the Law & Justice Center.

Pursuant to Section 17.55-1, Competitive Bidding Procedure of the Purchasing Policy resolution, the County Board shall award or reject bids as so stated in the policy.

Advertisement date: \_\_\_\_\_

RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING and ADOPTING the  
McLEAN COUNTY, ILLINOIS EMERGENCY OPERATIONS PLAN

WHEREAS, pursuant to Illinois law, McLean County, Illinois is required to prepare an Emergency Operations Plan and to update this Plan every two years; and,

WHEREAS, the purpose of the Emergency Operations Plan is to prevent, if possible, and then to minimize the vulnerability of McLean County residents to any disaster that may occur, to repair any damages that may be caused, to alleviate any injuries sustained, and to respond effectively to any emergency; and,

WHEREAS, the E.S.D.A. Department has prepared the two year update to the McLean County Emergency Operations Plan and has presented the updated Plan to the Justice Committee for their review and approval; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, January 3, 2005 recommended approval of the McLean County, Illinois Emergency Operations Plan, as updated; now, therefore,

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

- (1) The McLean County Board hereby approves and adopts the McLean County, Illinois Emergency Operations Plan, as updated and prepared by the E.S.D.A. Department.
- (2) The McLean County Board hereby authorizes and directs the County Clerk to forward a certified copy of this Resolution to the E.S.D.A. Director, the McLean County Sheriff, the County Engineer, the McLean County Coroner, the Director of the McLean County Health Department and the County Administrator.

ADOPTED by the McLean County Board this 18<sup>th</sup> day of January, 2005.

ATTEST:

APPROVED:

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

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

# 2005 McLEAN COUNTY EMERGENCY OPERATIONS PLAN

McLean County, Illinois

CHAIRMAN OF THE BOARD  
Michael F. Sweeney

E.S.D.A. Director  
Curtis Hawk



Assistant Director

Original Plan April 1960  
Re-written per CPG 1-8 1987 Updated: 1989, 1991, 1993, 1995, 1997, 1999, 2001  
Re-written per SLG 101, & Illinois Title 29, Part 301 - January, 2003  
Re-written per SLG 101, & HSPD - 5 (NIMS) August 2004

*Curtis Hawk*

---

Curtis Hawk, Director  
McLean County E.S.D.A.

---

Michael F. Sweeney, Chairman  
McLean County Board

---

John Zeunik, Administrator  
McLean County

---

Tari Renner, Chairman  
Justice Committee

**2005**  
**McLEAN COUNTY EMERGENCY OPERATIONS PLAN**

**WMD**  
**TERRORISM INCIDENT ANNEX**

McLean County, Illinois

**CHAIRMAN OF THE BOARD**  
**Michael F. Sweeney**



*Curtis Hawk*

---

Curtis Hawk, Director  
McLean County E.S.D.A.

---

Michael F. Sweeney, Chairman  
McLean County Board

---

John Zeunik, Administrator  
McLean County

---

Tari Renner, Chairman  
Justice Committee

## PROMULGATION DOCUMENT

Emergency Services constitutes the preparation for and the carrying out of such function as may be necessary or proper to prevent, minimize, repair and alleviate injury and damage resulting from disasters caused by natural, man-made or nuclear causes.

In compliance with Chapter 127 of the Illinois Revised Statutes, McLean County maintains an Emergency Services and Disaster Agency, and I, as the principal executive officer, the County Board Chairman, am required to notify the State of Illinois Emergency Management Agency of the manner in which we are providing disaster planning and emergency services and to identify the person who heads the department designated as responsible for carrying out the program.

To this effort, the McLean County Emergency Services and Disaster Agency Director shall have direct responsibility for the organization, administration, training and operation of the McLean County Emergency Services and Disaster Agency, subject to the direction and control of the County Board Chairman. An Oath, swearing true faith and allegiance to the Constitution of the State of Illinois has been administered to the appointed Director and to all those serving in any capacity in the County Emergency Services and Disaster Agency.

McLean County Emergency Services and Disaster Agency Ordinance was passed by the McLean County Board in 1989 and amended in 1994 to reflect new provisions for the McLean County Emergency Services and Disaster Agency. Mutual Aid Agreements signed by the local Mayors and the County Board Chairman have been negotiated and approved for the purpose of rendering assistance in accordance with the provisions contained in the agreements.

As Chairman of the McLean County Board, I fully support the concept of operations, organization, administration and training activities described in the Emergency Operations Plan for the protection of the citizens of McLean County.

SIGNED \_\_\_\_\_

Michael F. Sweeney, Chairman  
McLean County Board

DATE \_\_\_\_\_



**McLEAN COUNTY BOARD**  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

January 13, 2005

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

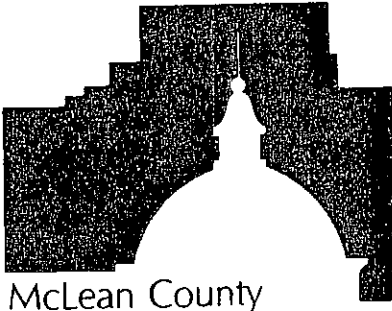
Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the E.S.D.A. Director to approve the Annual Submission of the Illinois Plan for Radiological Accidents (IPRA) for the Clinton Power Plant and authorize the Chairman of the McLean County Board to sign the Annual Certification Letter that is sent to the Illinois Emergency Management Agency.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLEAN COUNTY BOARD

<b>District #1</b> Stan Hoselton Don J. Cavallini	<b>District #3</b> Michael F. Sweeney Diane R. Bostic	<b>District #5</b> B.H. "Duffy" Bass Sonny Rodgers	<b>District #7</b> P.A. "Sue" Berglund Bette Rackauskas	<b>District #9</b> Chris Kalapp Cathy Ahari
<b>District #2</b> Mall Sorensen Rick Dean	<b>District #4</b> Ann Harding Duane Mass	<b>District #6</b> George J. Gordon David F.W. Seizer	<b>District #8</b> Paul R. Segobiano Tari Renner	<b>District #10</b> Benjamin J. Owens Bob Nuckolls





**EMERGENCY SERVICES & DISASTER AGENCY**

(309) 888-5020 FAX: (309) 888-5534

104 W. Front St., Room B10 P.O. Box 2400 Bloomington, Illinois 61702-2400

December 22, 2004

To: The Honorable Chairman and Members of the Justice Committee

From: *Curtis*  
Curtis Hawk, Director

Re: IPRA Annual Review Letter

For the last several years McLean County submitted a letter certifying that IPRA-Clinton was reviewed by McLean County. A similar letter is required again this year. A sample letter is enclosed. In the sample letter, "reviewed" means that the county personnel have looked through the plan and have corrected phone number, resources, etc. "Current" means that county personnel have marked a copy with the updated information.

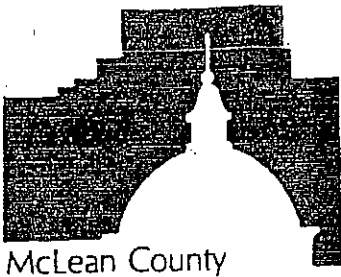
I have reviewed the IPRA-Clinton and have made all corrections known as of December 15, 2004. All Workbooks have been updated and are on file in the ESDA Office, and are available for emergency response as needed.

Should you have any questions, I will be available at the Justice Committee Meeting, Monday, January 3, 2005. Or feel free to call me at 888-5020.

Thank you.

cc: John Zeunik

Enclosures



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

Michael F. Sweeney  
 Chairman

December 23, 2003

Mr. David L. Smith  
 Chief, Disaster Assistance & Preparedness  
 Illinois Emergency Management Agency  
 110 East Adams Street  
 Springfield, Illinois 62701-1109

Re: Annual Certification of IPRA - Clinton

Dear Mr. Smith:

During 2003, McLean County officials reviewed the IPRA – Clinton. The IPRA – Clinton is current and accurately reflects the McLean County concept of operations.

Sincerely,

Michael F. Sweeney  
 Chairman  
 McLean County Board

c:\John\coba\sweeney\_IPRA.ltr2003

District #1 Stan Heselton Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Egan Sonny Rogers	District #7 PA. "Sue" Berglund Bette Rockouskas	District #9 Chris Kolapp Cathy Anan
District #2 Matt Sorensen	District #4 Ann Faldina	District #6 George J. Green	District #8 Paul S. Sorenson	District #10 Paul S. Sorenson

Date

Mr. David L. Smith  
Chief, Disaster Assistance & Preparedness  
Illinois Emergency Management Agency  
1035 Outer Park Drive  
Springfield, IL 62704

SUBJECT: Annual Certification of IPRA-\_\_\_\_\_

Dear Mr. Smith:

During 2004, the IPRA-\_\_\_\_\_ was reviewed by \_\_\_\_\_  
County officials. The IPRA-\_\_\_\_\_ is current and accurately reflects the  
\_\_\_\_\_ County concept of operations.

Sincerely,

County Board Chairman



**McLEAN COUNTY BOARD**  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

January 13, 2005

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the Director of Court Services and the Superintendent of the Juvenile Detention Center to apply to the Illinois Criminal Justice Information Authority for "Reallocated Available Funds" from the federal fiscal year 2001 Juvenile Accountability Incentive Block Grant.

The grant funding will be used to expand an Art Therapy program at the Juvenile Detention Center.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1  
Stan Hosellon  
Don J. Cavallini

District #3  
Michael F. Sweeney  
Diane R. Bostic

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

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

District #9  
Chris Kalapp  
Cathy Ahart

District #2  
Matt Sorensen  
Rick Dean

District #4  
Ann Harding  
Duane Mass

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

District #8  
Paul R. Segobiano  
Tari Renner

District #10  
Benjamin J. Owens  
Bob Nuckolls



**COURT SERVICES**

104 W. Front, Box 2400 Law & Justice Center Bloomington, Illinois 61702-2400

(309) 888-5360 Adult Division  
(309) 888-5370 Juvenile Division

Fax (309) 888-5434  
Fax (309) 888-5831

December 22, 2004

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman

Re: Reallocated Available Funds Availability for the Juvenile Detention Center

---

I have attached for your review a request for an application to apply for "reallocated available funds" at the juvenile detention center. These funds are available through the Illinois Criminal Justice Information Authority.

The court services department is seeking permission from the McLean County Board to apply for the reallocated funds. It is proposed the Center would seek money for various equipment needs. No employees would be requested and there is no match required.

I will be present at the upcoming justice committee to discuss this proposal with you in greater detail.



**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 799-8550

December 17, 2004

McLean County Detention  
903 North Main Street  
Normal, Illinois 61761  
Superintendent Dave Goldberg

Dear Superintendent,

The Illinois Criminal Justice Authority has reallocated available funds from the FFY01 budget. On December 6, 2004 the Juvenile Crime Enforcement Coalition (JCEC) authorized lapsing funds to be designated to the 16 detention centers located throughout the state.

These funds fall within the guidelines of the Juvenile Accountability Incentive Block Grant (JAIBG). Proposals would be generated and sent out to interesting participants only so that an impartial decision can be made by the Authority and reported to the next Illinois Criminal Justice Authority Budget Committee.

Areas of consideration for these allocated funds are divided into three areas from which you can select:

- 1) Available FFY01 funds contain the largest amount of funds available, but will expire by March 31, 2005. Consideration of this selection could be allocated for equipment needs or requirements pertinent to the detention center facilities. Equipment expenditures can be utilized quicker than personnel or contractual longevity.
- 2) Available FFY02 funds are also available, but have less available funds and expire December 13, 2005. This is a longer shelf-life of grant awarded funds and could also serve essential needs or requirements of the detention center facilities.
- 3) A selected detention center can also select from both areas of consideration with the understanding that two separate grant award agreement contracts will be generated corresponding to each FFY01 or FFY02.



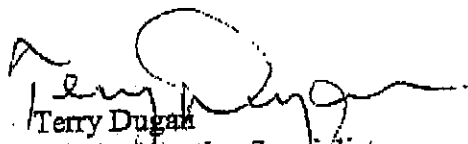
**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

Any consideration of intention must be returned to the Authority no later than January 10, 2004. I have enclosed a consideration form with this correspondence, and will be contacting you by phone to follow-up with your decision, if applicable. You can contact me at (312) 793-0993, or [tdugan@icija.state.il.us](mailto:tdugan@icija.state.il.us).

On the enclosed confirmation form please indicate your current e-mail address so that I may be able to send you the proposal documentations via electronic communications. Some of these documents may require you to send them back in their original form with authorized signatures affixed.

Sincerely,

  
Terry Dugan  
Criminal Justice Specialist  
Federal and State Grants Unit

cc: #26

Detention Conformation Correspondence

FFY01/FFY02



**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

**FFY01 Yes, I am interested in receiving FFY01 funds**  
(PLEASE PROVIDE YOUR E-MAIL ADDRESS)

**FFY02 Yes, I am interested in receiving FFY02 funds**  
(PLEASE PROVIDE YOUR E-MAIL ADDRESS)

**NO No, I am not interested at this time**  
(THANK YOU FOR YOUR CONSIDERATION)

**E-Mail Address:** \_\_\_\_\_

Note: Upon receipt of intent I will forward you a proposal, if applicable.

10

McLean County Detention  
903 North Main Street  
Normal, Illinois 61761  
Superintendent Dave Goldberg  
(309) 888-5550

12/17/04





**McLEAN COUNTY BOARD**  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

January 13, 2005

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the bid award for the purchase of a ½ ton full sized pick-up truck vehicles for the Parks and Recreation Department from Heller Ford at a price of \$13,167.30, which includes a trade-in allowance of \$2,200.00.

Pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2005, the PROPERTY COMMITTEE herewith respectfully recommends approval of the bid award for the purchase of the vehicle for the Parks and Recreation Department. Funds for the purchase of this vehicle for the Parks and Recreation Department were approved in the Fiscal Year 2005 adopted budget of the County Board.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hoselton Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sonny Rodgers	District #7 P.A. "Sue" Berglund Belte Rackauskas	District #9 Chris Kalapp Cathy Ahart
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Selzer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls



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

---

TO: Honorable Chairman & Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 12/28/04

RE: Request Approval of 2005 Vehicle Bids for Parks & Recreation

Based upon the bids received for the ½ ton full sized pickup truck and a bid price below that of a similarly equipped vehicle on the current Illinois Central Management Services State contract, I respectfully recommend the purchase of the vehicle from Heller Ford at a price of \$13,167.30, which includes a new vehicle price of \$15,367.30 and \$2,200 in trade-in.

) STATE OF ILLINOIS )  
SS )  
COUNTY OF McLEAN )

A RESOLUTION FOR APPOINTMENT OF DAVE OWENS  
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, due to the expiration of term of Dave Owens as a member of the Emergency Telephone System Board, it is advisable to consider an appointment to this position; and,

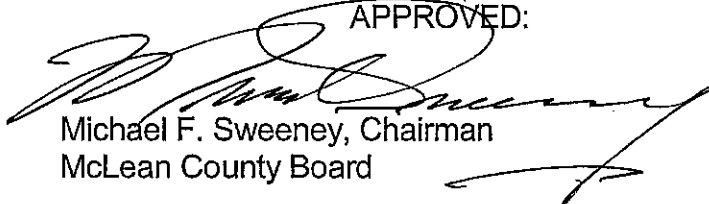
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 50, Section 750/15.4 et. seq. has the responsibility to fill a four-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Sheriff Dave Owens as a Member of the Emergency Telephone System Board for a four-year term with the term expiring upon the third Tuesday in January, 2009, or until a successor shall have been qualified and appointed.

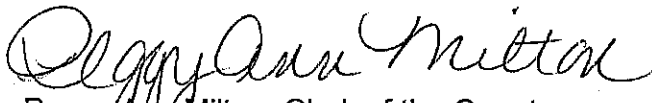
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Sheriff Dave Owens.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of January, 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 )  
SS )  
COUNTY OF McLEAN )

A RESOLUTION FOR APPOINTMENT OF GLENN WILSON  
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, due to the expiration of term of Glenn Wilson as a member of the Emergency Telephone System Board, it is advisable to consider an appointment to this position; and,

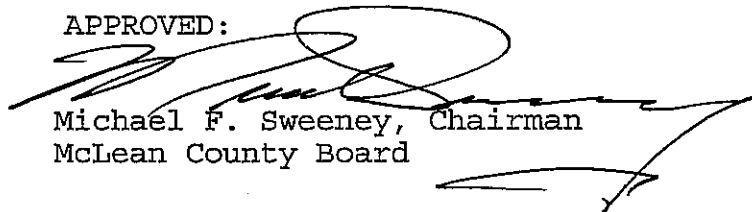
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 50, Section 750/15.4 et. seq. has the responsibility to fill a four-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Mr. Glenn Wilson as a Member of the Emergency Telephone System Board for a four-year term with the term expiring upon the third Tuesday in January, 2009, 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 Mr. Glenn Wilson.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of January, 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 )  
SS )  
COUNTY OF McLEAN )

A RESOLUTION FOR APPOINTMENT OF ALLAN GRIFFITH  
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, due to the expiration of term of Thomas Neilson as a member of the Emergency Telephone System Board, it is advisable to consider an appointment to this position; and,

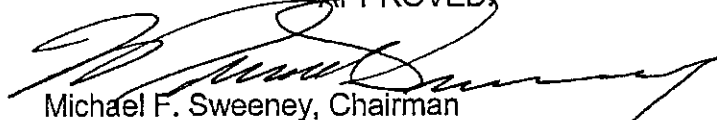
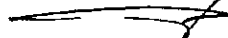
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 50, Section 750/15.4 et. seq. has the responsibility to fill a four-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Dr. Allan Griffith as a Member of the Emergency Telephone System Board for a four-year term with the term expiring upon the third Tuesday in January, 2009, 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 Dr. Allan Griffith.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of January, 2005.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board 

ATTEST:

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

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

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 8<sup>th</sup> grade girls' basketball team during the 2004 basketball season; and,

WHEREAS, the Epiphany Grade School girls' 8<sup>th</sup> grade basketball team won the Illinois Elementary School Association (IESA) State Tournament, and finished the 2004 season with an overall record of 26 wins and 1 loss; and,


WHEREAS, the Epiphany Grade School girls' 8<sup>th</sup> grade basketball team has compiled an overall record during the past four years of 92 wins and 3 losses, a 75 wins and 1 loss record during regular season play, 47 wins and no losses on their home court, 13 trophies, including 12 Championship Trophies and 1 IESA State 4<sup>th</sup> Place Trophy; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Basketball Coach Greg Reinhart, Assistant Coaches Randy Macak, Dave Schmitt and Karen Schmitt, Statistician Jennifer Bradtke, and Team Members Jenny Janssen, Becca Macak, Lexi Sokol, Kerry Pelton, Ashley Schopp, Anna Novario, Meghan Kelly, Jacqui Reinhart, Danielle Highland, and Tiffany Ramirez; 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 girls' 8<sup>th</sup> grade basketball team are to be congratulated on winning the IESA Regional Tournament, the IESA Sectional Tournament, the IESA State Championship, on finishing the 2004 season with an outstanding record of 26 wins and 1 loss, and on their tremendous success over the past four years.

ADOPTED by the McLean County Board this 18<sup>th</sup> day of January, 2005.

ATTEST:

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

Member Selzer stated the following: on last Tuesday evening we presented a Resolution to the Epiphany Girls 8<sup>th</sup> Grade Basketball Team for winning State. The Resolution is in your packet. Member Segobiano joined me out at the presentation. One of his granddaughters was actually on that team. They had an outstanding record. The Sheriff was also out there along with our State's Attorney who spoke with the parents. I thought it was a really good forum to present to those kids for doing an outstanding job. That resolution is in your packet to review. Chairman Sweeney asked the following: was the Sheriff out there also? Member Selzer stated the following: the Sheriff was out there. They congratulated them. I have to say one thing. The Sheriff and the State's Attorney both took time to talk to the parents. They congratulated them for staying involved with their kids and told them how good it was that they saw them at events like this and not down at the jail and other places for not being involved. They did a good job.

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the University High School varsity boys' golf team during the 2004 golf season; and,

WHEREAS, the University High School varsity boys' golf team finished the 2004 season with an overall season record of 25 wins and 1 loss; and,


WHEREAS, the University High School varsity boys' golf team won the IHSA 2004 Class A High School Golf Tournament for the second consecutive year; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Golf Coach Tom Romance, Assistant Coaches Robert Cullen and Ryan Snell and Team Members Dusty Koth, Drew Miller, Tyler McNeely, Mike McKinzie, William Cullen, and Seth Doran, now, therefore,

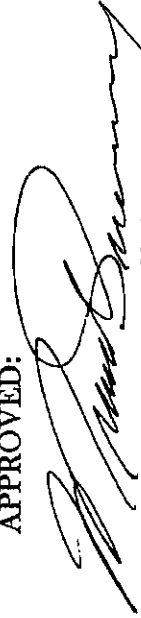
BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the University High School varsity boys' golf team are to be congratulated on winning the IHSA 2004 Class A High School Golf Tournament for the second consecutive year, and on an outstanding season.

APPROVED by the McLean County Board this 18th day of January, 2005.

ATTEST:

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board



Member Harding stated the following: we have the University High School Golf Team and coaches here today. I would like for you to join me up front. I am a parent of three University High School graduates who were all athletes and I know how important it is for the students to have the support of their families. I think that it is equally as important to our young athletes to have the support of the community so I am happy to read this Resolution and to recognize the University High School Golf Team. Mr. Tom Romance, Head Coach, stated the following: I would like to thank the Board again for having us here. Keep a spot on your agenda for next year. Chairman Sweeney stated the following: I understand for the next two years. Mr. Romance stated the following: well actually out of the six boys, one is graduating. Michael is going to go on to play golf somewhere and the rest of them are going to be back to try to three-peat here. It was interesting when someone said that the Sheriff was glad to see those Epiphany girls staying involved and their parents as well. You see all these boys and many other athletes at University High School put in a lot of time and effort. The support of the community will, I am sure, help. The support of everybody helps them put their efforts in the right direction and not any other direction. You see these boys out on the golf course at all times, conducting themselves well, and being good representatives of University High School, their families, and McLean County. Thanks a lot. Chairman Sweeney stated the following: congratulations. My understanding is that your score was the IHSA record. They've never been that low. Isn't that correct? Mr. Romance stated the following: that is absolutely correct.

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

RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING and AUTHORIZING the  
CHAIRMAN of the McLEAN COUNTY BOARD to APPLY  
for VOTING MEMBERSHIP STATUS in METRO COUNTIES of ILLINOIS

WHEREAS, McLean County desires to join with other Illinois County governments to support and conduct educational and legislative lobbying activities that will promote the common interests of McLean County government and other Illinois County governments; and,

WHEREAS, McLean County annually approves and adopts a Legislative Program that sets forth the specific additions, amendments, and rescissions to Illinois law that McLean County supports during the legislative session of the Illinois General Assembly; and,

WHEREAS, Metro Counties of Illinois was established and exists to encourage support and conduct educational and legislative lobbying activities that will promote the common interests of Illinois County governments; and,

WHEREAS, the Executive Committee of the McLean County Board, at its regular meeting on Tuesday, January 11, 2005 recommended approval of the recommendation to apply for voting membership status in Metro Counties of Illinois; now, therefore,


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

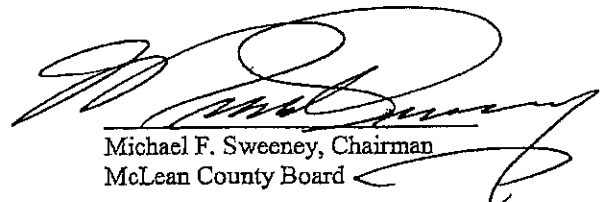
- (1) The McLean County Board hereby approves and authorizes the Chairman to apply for voting membership status in Metro Counties of Illinois.
- (2) Upon approval of McLean County's application for voting membership in Metro Counties of Illinois, the McLean County Board hereby approves and authorizes the expenditure of \$4,724.00 to pay the annual dues to Metro Counties of Illinois.
- (3) The McLean County Board hereby authorizes and directs the County Clerk to forward a certified copy of this Resolution to the County Administrator, County Auditor, and to the Executive Director of Metro Counties of Illinois.

ADOPTED by the McLean County Board this 18<sup>th</sup> day of January, 2005.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board



OFFICE OF THE ADMINISTRATOR  
 (309) 888-5110 FAX (309) 888-5111  
 115 E. Washington, Room 401

P.O. Box 2400

Bloomington, Illinois 61702-2400

January 5, 2005

Memo to: The Honorable Chairman and Members of the Executive Committee  
 From: John M. Zeunik *John M. Zeunik*  
 Re: Metro Counties of Illinois

At the December Executive Committee meeting, a copy of the By-Laws of the Metro Counties of Illinois was distributed to all Committee members. For your information and review, a copy of the By-Laws has been included with this memorandum. As stated in Article III of the By Laws, Metro Counties' purpose is "to encourage support and conduct educational and legislative activities promoting the common interests of Illinois county governments." The current membership in Metro Counties includes the following Illinois counties:

	<u>Census 2000 Population</u>
Cook County	5,376,741
DeKalb County	88,969
DuPage County	904,161
Kane County	404,119
Lake County	644,356
Madison County	258,941
McHenry County	260,077
St. Clair County	256,082
Tazewell County	128,485
Will County	502,266
Winnebago County	<u>278,418</u>
Total Population:	9,102,615
McLean County	150,433
State of Illinois	12,419,293

Presently, Metro Counties represents 73% of the population of Illinois. If McLean County is accepted as a new member, Metro Counties will represent 74.5% of the State's

The Honorable Chairman and Members of the Executive Committee  
January 5, 2005  
Page Two

population. With the current membership, Metro Counties has significant legislative representation on both sides of the aisle in the General Assembly.

Metro Counties retains Mr. Kip Kolkmeire, Kolkmeire and Associates, as their principal lobbyist in Springfield. Mr. Kolkmeire works closely with the member counties and with Mr. Dwight "Ike" Magalis, Executive Director of Metro Counties. Many of the member counties employ additional lobbyists to work on their behalf. Metro Counties works with all of the lobbyists to garner support on legislative issues of importance to their members.

Based on the Census 2000 Population for McLean County, the annual dues to Metro Counties would be \$4,723.60 ( $150,433/1000 = 150.43 \times \$31.40 = \$4,723.60$ ). After reviewing the Board's expenditures in fiscal year 2004, I would recommend that the dues for Metro Counties be transferred from the Contract Services line-item account 706.0001 to the Dues and Membership line item account 715.0001.

The next meeting of Metro Counties is scheduled for Monday, January 24, 2005. If the Executive Committee and County Board recommends approval to apply for voting membership in Metro Counties, Mr. Magalis advises me that this would be included as an action item on the January 24<sup>th</sup> meeting agenda.

Should you have any questions concerning Metro Counties, please call me at 888-5110.

Thank you.

BY-LAWS OF THE METRO COUNTIES OF ILLINOIS

ARTICLE I  
TITLE

This organization shall be known as the Metro Counties of Illinois. The Organization shall furnish such service to its member counties as may be determined by the Board of Directors.

ARTICLE II  
OFFICE

The organization shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without member counties as the Board of Directors may from time to time determine.

ARTICLE III  
PURPOSE

The purpose of the Corporation is to encourage support and conduct educational and legislative activities promoting the common interests of Illinois county governments.

ARTICLE IV  
MEMBERSHIP

Section 1. There shall be three (3) classes of membership available to Illinois counties in Metro Counties of Illinois; Voting, Associate, and Affiliate Members.

Section 2. Voting membership shall be available to Cook, DeKalb, DuPage, Lake, Will, Kane, McHenry, Madison, St. Clair, Tazewell and Winnebago Counties in Illinois and any other - voted on by a majority of voting member counties.

Section 3. Voting member annual dues shall be \$15,750.00 for counties with a population over 500,000 based upon the last census, and \$31.40 for each one thousand (1,000) population based on the last census for counties with a population under 500,000, but no county shall pay in excess of \$15,750.00. Membership dues may be changed by a majority vote of the Board of Directors.

Section 4. Voting rights. Each Voting member county present at a meeting, at which a quorum is present or represented, shall be entitled to one vote on each

01-20-03

matter submitted to a vote of the Voting members. Associate and Affiliate members may not vote. The act of a Majority of the voting members present at a duly called meeting at which a quorum is present shall be an act of the members, unless the act of a greater number is required by law, the articles of incorporation or these bylaws. The elected Chief Executive Officer, (the County Board Chairman, County Board President or County Executive) of each County Board is the official voting representative for that County.

Section 5. Associate Membership shall be available to any Illinois county. Associate members may attend the annual Board of Directors meeting and other Voting Member meetings, but may not vote.

Section 6. Associate Membership annual dues shall be \$1,000.00. Associate membership dues may be changed by a majority vote of the Board of Directors.

Section 7. All Illinois counties that have a membership in the National Association of Counties shall be considered Affiliate members of Metro Counties of Illinois. Affiliate members may attend the annual Board of Directors Meeting, but may not vote.

Section 8. Any Voting or Associate member may resign their membership class by filing a written resignation with the Board of Directors. Upon such resignation by a Voting or Associate member county, there will be no refund of either all or any portion of the membership dues paid by the County, and the same will be considered to have been forfeited.

Section 9. Membership in the Metro Counties of Illinois is not transferable or assignable.

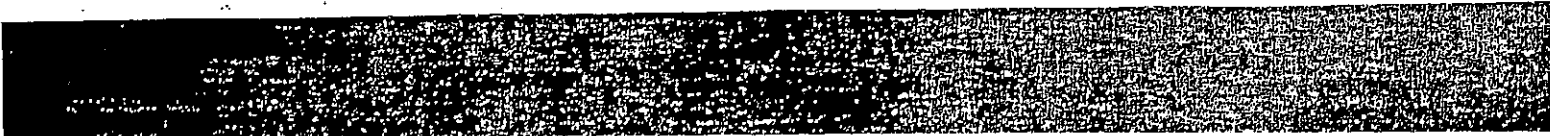
ARTICLE V

OFFICERS AND THEIR DUTIES

Section 1. The elective officers of the Metro Counties of Illinois shall be a President, Vice-President, Secretary and Treasurer. They shall be elected for a two-year term at the annual meeting of each odd-numbered year.

Section 2. The President shall be the Chief Executive Officer and shall have all of the powers and duties customarily incident to the office of President.

Section 3. The Vice-President shall have the powers and shall perform the duties of the President during his absence, inability or refusal to act.



01-20-03

- Section 4. The Board of Directors may appoint an Executive Director to assist the Board in all matters. The appointed Executive Director may also act as General Counsel of the Metro Counties of Illinois. In addition, the Board of Directors may also employ such administrative and clerical personnel as are necessary to carry out the purpose and functions of the Metro Counties of Illinois.
- Section 5. The Secretary and Treasurer shall have all of the powers and duties customary incident to the offices of Secretary and Treasurer.
- Section 6. Any vacancy in any of the offices shall be filled in the following manner: (1) A vacancy in the office of President shall be filled until the next Annual Meeting by the succession of the Vice-President to that office. He shall serve until the next regular election. (2) A vacancy in the office of Vice-President shall be filled until the next regular meeting by a majority vote of the Board of Directors. (3) A vacancy in the Office of the Secretary or the Treasurer shall be filled until the next regular meeting by a majority vote of the Board of Directors.

ARTICLE VI  
ELECTIONS

The Election of officers shall take place at the Annual Meeting of the Board of Directors of each odd-numbered year.

ARTICLE VII  
BOARD OF DIRECTORS

- Section 1. The elected Chief Executive Officer of each voting member County will comprise the Board of Directors. In case the elected Chief Executive Officer of the County Board shall be unable to attend a meeting, he or she may designate a substitute, however, the substitute may not vote on any matter before the Board of Directors.
- Section 2. The Board of Directors shall have general supervision of the affairs of the organization.
- Section 3. The Board of Directors shall have the power to appoint or authorize the President to appoint officials to fill vacancies.
- Section 4. The regular meetings of the Board of Directors may be held quarterly or otherwise as the members may decide. Special meetings of the Board may be called by the President.



ARTICLE VIII  
ANNUAL MEETING

The annual meeting shall be held at such time and place as determined by the Board of Directors.

ARTICLE IX  
AMENDMENTS

Section 1. The By-Laws may be amended at any time during the Annual Meeting or at a Board of Directors meeting as provided for herein, by a two-thirds vote of all Voting members voting, the proposed amendment shall have been submitted to the Board of Directors in writing at least ten (10) days prior to any Board of Director's Meeting.

ARTICLE X  
DISSOLUTION

Section 1. Metro Counties of Illinois may be dissolved upon a majority vote of the Board of Directors.

Section 2. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, or any other private shareholder, member or individual, except that the corporation shall be authorized and empowered to pay reasonable compensation of services rendered and to make payments and distribution in furtherance of the purposes set forth herein.

Section 3. Upon the dissolution of the corporation, the Board of Directors, after paying or making provision for the payment of all the liabilities of the corporation, shall distribute all the remaining assets of the corporation (except any assets held by the corporation upon condition requiring return, transfer or other conveyance in the accordance with such requirements) to its current members in proportion to the amount paid in dues by that member in the previous full calendar year.



Members Sorensen/Hoselton moved the County Board approve a Request for Approval of Resolution Approving and Authorizing McLean County to Apply for Voting Membership Status in Metro Counties of Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the General Report, and minutes from other organizations, commissions, and committees are found on page 78-90. Member Selzer stated the following: I wanted to bring up an issue that, quite honestly, I wasn't sure where to bring up so I thought this was the best place. I believe this issue covers many of the committees within the County. As we all know, Bloomington right now is making some decisions based on what they want to do with their participation in MetCom. I understand why they are doing it. I understand that they are looking out for what is best for their citizens. We also need to look out for what's best for our citizens and that includes the citizens of Bloomington, but also Normal, Downs, and Towanda, all the communities in the County. The question really that I think we need to answer is what is best for all those people? Do we want to stay involved in an organization that has an unwilling partner, where 1/3 of the partnership does not want to be there? I also would like to know if we can find a compromise. I often wonder why we've not offered, or Bloomington hasn't offered, to take over full management of the MetCom Center. While some of us may not like that idea if they are concerned about the operations then let them operate it and dispatch for Normal and the County. I do think that there are some solutions out there that we may not have investigated. There are questions that we have to address. We need to know it's about money and nobody wants to say that. I haven't read it anywhere. It's about ETSB funding and what's going to happen when that funding leaves the MetCom Center and goes on. It's about the building that we have that is due to be paid off this year. It's about the radio system that we purchased assuming it was going to be for a MetCom area. It's about our employees. Our employees will be ripe targets for the picking for Bloomington to hire as a result of opening their own dispatch center and then what do we do for re-training? I really think that the truth has to be our guide, our guide and the guide of the Bloomington City Council. If there are tapes out there that show gross negligence on the part of the dispatchers, then let's hear them. If those tapes were provided to City Council Members and not Members of this Board then I am appalled. Those tapes should be available to the City, the County, and to the citizens if that's the case. In the paper today it said that there were many instances that haven't been reported lately. Why not? Why are we not hearing about these things? I am not sure what is really going on out there. I know that it's time that we take action. These are tough times with tough decisions and I think that no matter what the cost is, we have to take the tough leadership role in order to get that done. I really don't know where to bring this up but to say that this is something I think we all need to talk about. Finance needs to be concerned with this as we look at funding. Justice will need to be concerned about this, as will others. I bring it up now to discuss and hope that we can get some information. Member Sorensen stated the following: boy, I would love to spend half an hour on this. Let me just say "I love

you man for bringing this up.” At the same time, I can say that the most engaged Member of the County Board in various conversations on this topic is probably Chairman Sweeney. I actually invite him to address. Chairman Sweeney stated the following: I was going to deal with the cost to the County and the cost to the Town of Normal if indeed the City of Bloomington gets out of MetCom but I was going to do this under Other Business and Communications. But I can deal with that right now if the Board wants to do that. What we have is a PowerPoint presentation and I will turn it over to our administrative staff and they will highlight what’s going on so that you are all aware of what is happening. Mr. Zeunik stated the following: thank you Chairman Sweeney. Hopefully everyone will be able to see this slide. The first slide that appears is the 2005 adopted budget. This is the budget that was approved by this Board. It was approved by the MetCom Operations Board and it reflects the proportionate share of cost among the participants to the Intergovernmental Agreement, City of Bloomington, Town of Normal, McLean County and it also reflects the contribution of the Emergency Telephone Systems Board. As this Board will recall, the Intergovernmental Agreement which created the Metro McLean County Centralized Communications Center, otherwise known as MetCom, requires the City, the Town, and the County to pay their share based on the population as determined by the 2000 census. The percentage splits that you see up there reflect the population of the City of Bloomington, the Town of Normal, and the County as determined by the 2000 census. ETSB’s share, the Emergency Telephone Systems Board’s contribution to MetCom, is determined on the basis of a formula that was agreed to by MetCom and ETSB. That formula basically separates out specific expenses at MetCom which are eligible to be paid for by the ETSB. The charge of the ETSB is to provide enhanced 911 capability County-wide pursuant to the referendum that was approved that established the \$1.25 surcharge and pursuant to the establishment of the ETSB. That is a formula based determination. In 2005, we’re looking at a total operating budget of \$2,381,580. The second slide is a projection for 2006 and this is looking at again the same formula basis that currently exists. This would assume there is no change and all parties continue to be involved with MetCom and that the City is out on it’s own. Again, the percentages don’t change. We’ve projected an increase in terms of operating expenses going from the \$2,381,000 budget to \$2,444,000. The formula for ETSB is factored in and this accounts for projected increases in terms of personnel expenses, employee health insurance, utilities, and any other contract expenses that might be incurred. In this example, if you’ll go back to the previous slide, for Bloomington in 2005 the cost is \$710,454 and in 2006 their cost goes to \$726,370. The County’s cost in 2005 is \$458,520 and is projected to go to \$468,794. Normal’s cost \$510,587 is projected to go to \$522,027, but again the percentage remains constant. There is no change in the percentage of expenses to be shared among the participants. Member Renner stated the following: just to clarify, even though McLean County includes Bloomington and Normal, the County’s portion only includes the people who do not live in the incorporated areas of Bloomington and Normal as of the 2000 census. Mr. Zeunik stated the following: yes, that is right. McLean County’s

share reflects McLean County's 2000 population of 150,433. You subtract out the population of Bloomington and Normal and the balance is what reflects the County's share. Again that is a projection of the 2006 budget. Here is a variation of the 2006 projected budget. This variation shows that Bloomington has withdrawn from MetCom and as a result they are no longer making any contributions to the operations of MetCom. This slide also assumes that at this point, given the decision that ETSB has made, which is that Bloomington will not be a primary piece that MetCom is still responsible for handling all of the traffic coming in. MetCom is still receiving all of the 911 calls and MetCom is still dispatching all of the calls for all of the parties. There is no agreement that has been worked out between ETSB and the City. What this shows again is that in the 2006 budget, there is no change in staffing because again we're assuming in this slide that there is no change in daily operations at MetCom, that MetCom is still doing all of the things they are doing today, and again based on a formula that is in the intergovernmental agreement, which is population driven, you can see that the County's cost increases to \$807,082, Normal's cost increases to \$910,113, and ETSB's cost remains the same because their contribution is driven by a formula. It does not go up in this example. This next slide shows a reduced budget in 2006. This assumes that at some point there is an agreement reached that would allow MetCom to reduce staffing compliment. Basically, what you are seeing here is a MetCom reduction of about six TC's and two supervisor positions. What this assumes is that in some manner Bloomington is responsible for handling calls in Bloomington. That is still to be determined. I don't know what that might be because ETSB would have to go back and decide what they might want to do. The personnel expense is reduced. Again the assumption is that Bloomington is no longer a participant in MetCom so there is no contribution coming from the City and the percentage costs that are shared between the Town and the County are the same as they were in the previous slide. Just the expenses go down because we are talking about a smaller compliment of full time equivalent employees working as dispatchers and supervisors and again there is no change in the formula. The formula drives what the ETSB's cost is so you look at expenses and put those into the formula that calculated ETSB's number. You can see the County's cost increases to \$679,278 and Normal's cost is \$765,994. That is in contrast to a projected 2006 budget with all three entities participating where the County's cost is \$468,794, and Normal's cost \$522,027. Looking at these projections and looking at these different scenarios you can see that in 2006 the impact to the Town of Normal, depending on what option you are looking at and what decision is reached, Normal's cost increases between \$244,000 and \$388,000 annually and McLean County's share increases between \$210,000 and \$338,000 per year. Member Selzer asked the following: John, on the ETSB funding side, the \$700,000+, what is that compared to what the income from ETSB is? Do you know the annual income for ETSB in a given year approximately? Mr. Lindberg stated the following: approximately \$1,500,000. Member Selzer stated the following: so my question is then, I understand that we have a surplus that we use for all kinds of things, radio systems and other things that come in annually. Is Bloomington going to be asking for a portion of the

ETSB dollars? If Bloomington comes back and claims that they are taking more than 50% of the calls and they feel that they should get the revenue associated with that is that going to reduce the dollars available to put into the operating budget with MetCom from ETSB? It's a concern. Mr. Zeunik stated the following: it is certainly a valid concern and it's one of those questions that at this point is unknown. Bloomington has indicated that they would expect ETSB to share in the expenses but again that was when the assumption was that Bloomington was going to be a primary PSAP, primary safety answering point. In other words, the 911 calls would come into Bloomington directly from residents within the corporate limits of Bloomington and their assumption was that if they are doing the same thing as MetCom and ETSB is currently supporting MetCom then they should receive support in like amount, but ETSB's decision not to grant Bloomington the ability to be a primary PSAP raises the question that you just asked. What happens in terms of the future? Member Selzer asked the following: just as a quick follow-up so that I understand then, what they are requesting right now is that the telephone call when someone has a life threatening emergency at home and they dial 911, is going to be answered by MetCom where it is today, and then they are going to transfer that call to Bloomington to take action? Is that what would happen? Mr. Zeunik stated the following: at this point we do not know. The Illinois Commerce Commission has had at least one meeting with staff at MetCom, ETSB, and the City and the Illinois Commerce Commission has outlined what are acceptable means of receiving a 911 call and sending that call to a separate dispatch center to handle the actual dispatch of the first responder equipment. It is my understanding that to this day a decision has not been made and Bloomington has not indicated what they would accept in terms of that option, the options that ICC has outlined. Member Segobiano stated the following: our discussion just briefly has been centered on the cost and that is uppermost in the minds of the citizens of Bloomington, but as I look at the makeup of this Board there are eight Members of this Board who reside and are elected by the citizens of the City of Bloomington so we really serve a dual purpose. We serve to benefit the entire McLean County citizenry but we are also responsible to those districts within the City of Bloomington who elect us and send us here to represent their view points as well. I don't think dollars can ever be taken into consideration to compromise the safety and well being of our police officers as well as our fire fighters. What this Board the Town of Normal, and the City of Bloomington need is to be forthcoming with proof positive documentation as to why they want to withdraw from MetCom. Is it because of the safety of the officers? Is it because of the dollar amounts? What is the purpose behind this? I asked Mr. Zeunik how many intergovernmental agreements we have and he just looked a little bewildered and said "a lot". If you just take two, the intergovernmental agreement on booking that all three governmental entities entered into and more importantly, the water resource study that is so vital in McLean County and the entire area around here, if one spoke is broken from this wheel of cooperation, then what is the next spoke and what is the purpose of it. I think it goes far beyond the dollars and cents we are talking about here today. We have to answer to the citizens of Bloomington,

particularly those who sent me up here from District 8. What is the reason, what is the purpose for this? I really don't know but I want to applaud our Chairman and Mr. Zeunik for their efforts in trying to get to the answers. I think that is what we need. We need to have proof positive information from the City of Bloomington as to the reason for them withdrawing. Is it because of safety? Is it money? What is the reason? We need it documented in written form, not a phone conversation, not an eyeball to eyeball meeting but we need it in written form as to what is the purpose of this. I do not think we can put a dollar sign on the safety of those police officers, whether it be Bloomington, Normal, or the County. That is foremost in our thoughts but we eight Members from the City of Bloomington need to go back to our districts and answer some questions, but do not overlook the fact that, as I said, there are intergovernmental agreements that are very vital to the well-being of the entire County. We don't want this wheel to have a broken spoke. We all know from our childhood days that once you break a spoke on a wheel it almost becomes inoperable. Member Renner stated the following: I would want to echo what Member Segobiano has said. I too not only live in the City of Bloomington but represent a large part of the City of Bloomington and basically this is, regardless of the actual reasons for it, the wrong direction that we should be taking. We should be involved in more regional community kinds of efforts where we are avoiding duplication. We are going toward a system of interoperability that will be effective for our firefighters and police departments in rural communities as well as Bloomington and Normal and this is just a speed bump or a road block along the way. I think that is how it will be viewed in the long term. I would encourage the City of Bloomington and those of us with contacts with the people in the City of Bloomington to recognize that. They need to be part of the solution rather than the problem. Member Rackauskas stated the following: I agree also. I guess my problem is all of a sudden we woke up one day and we had this in front of us. I didn't see precursors beforehand. Was there policy or procedure when MetCom was set up for grievances as far as protocol to go through? I noticed here today that to leave MetCom you have to give a written notice of intent to terminate. However, it doesn't say anything about needing proof. Are there only certain grounds or certain reasons you can terminate or just because today you feel like it you can? I felt like there was something missing at the time we heard that there was a grievance. Did we have time to respond and was that built in when MetCom was established. Chairman Sweeney stated the following: I will let Eric Ruud respond to that but I think that first I need to say something. A year ago, on a Friday evening, John Zeunik called me in Chicago and told me that it was his understanding that the City of Bloomington was going to get out of MetCom. I asked John if he would call Tom Hamilton and give us 30 days so that all the governmental bodies could get involved and see if we could resolve this issue. His response back was they are going to vote on it and do it because they want to do it. They did not even give us 30 days. At this stage I will turn it over to Eric Ruud to talk about the legals. Mr. Ruud stated the following: thank you Mr. Chairman. The intergovernmental agreement that created and maintains MetCom was entered into in 1995 by the Town of Normal, City of Bloomington,

and County of McLean. I wrote it and specifically remember meeting with many of the same parties that are involved in the controversy today. I remember asking about a termination clause indicating do we want to have a simple letter or do we want to have something more complicated. It was agreed by representatives of all parties that there should be a termination clause, however; it should be more than a simple phone call or letter. Instead it was agreed that the terminating member would have to present a certified copy of resolution passed by their governing body. That certified copy would have to be delivered to each other party, to MetCom, and to each Member of the Operation Board of MetCom, and to Executive Director of MetCom. After the first of the year, we noted that neither Normal nor the County had received a certified copy. I then acquired a portion of the minutes from the City of Bloomington's meeting from January 12, 2004 and noticed that Bloomington did in fact pass a resolution terminating membership, however that never reached the hands of the necessary parties until January 12<sup>th</sup> of this year, just last week. To answer the other questions, there is no provision for grievances. There is no provision that requires a reason be given for a member to terminate. The only provision is that a certified copy of a resolution must be passed by the governing Board and then presented to those parties I've described. Member Segobiano asked the following: who was signatory on this agreement? Chairman Sweeney stated the following: I think it was Jesse Smart, Paul Harmon, and Gary Riss. Mr. Ruud stated the following: it was Kent Karraker and Jesse Smart. Mr. Zeunik stated the following: a number of years ago, probably five or six years ago, the MetCom Operations Board that was created by this intergovernmental agreement and consists of the City Manger of Bloomington, the Police Chief of Bloomington, City Manger of Normal, Police Chief of Normal, Sheriff of McLean County, myself, and a representative of the rural fire departments, established a procedure for dealing with problem reports. Some of the concerns that the Board had were to understand when a problem occurs which agency was affected, was it a dispatch error? We were having and still have problems with the original 800 MHz radio system so was it a radio system failure? We set up a very specific protocol that was agreed upon by all of the agencies that are served by MetCom, a specific format in terms of a problem report. All problem reports were numbered by agency, were identified by agency number, and all of the officers in the police departments as well as all of the fire and EMS personnel were advised that when a problem occurs they should file a problem report with MetCom. The understanding was that the MetCom Director and his staff would go back and research that problem report to determine who was at fault. We have at our disposal at MetCom, tapes of every call that is handled. They can go back and listen to the call, that comes in from the citizen and the dispatch out to the emergency services provider. At every MetCom Board meeting, the MetCom Director would present the problem reports to the Board by agency and we would see all of the reports that were filed whether it be by the City of Bloomington, Town of Normal, the Sheriff's Department, Fire Department, or EMS agencies. There would be a description of the report as filed by the agency. There would then be a summary of what in fact happened based on listening to the tape, and if

in fact there was a problem at MetCom, the Director would then advise the Board how that problem was addressed whether it was addressed through additional training, some sort of a warning to the dispatcher, or the employee. There is a protocol that is in place to reflect that. Someone mentioned earlier this morning that the newspaper story said that there hadn't been a lot of problem reports. There was a period of time when there were a lot of problem reports being filed, where we were seeing every month a lot of issues that were being raised. That also was a period of time when there was a great deal of turnover among the dispatchers at MetCom. It was a period of time when the MetCom Board needed to make some decisions, which we made as to the future direction of MetCom and who was in the position of directing that agency. We made some changes. One of the immediate effects of that change was that we saw a reduction in employee turnover. We saw an increase in the number of people that were being recruited to fill the positions at MetCom. To answer the second part of your question, is there a means whereby entities who are served by MetCom can advise MetCom and the Board of problems that they are experiencing, yes there is. We have detailed reports and responses to those specific instances. Member Rackauskas asked the following: how many problem reports do we know of that have not been satisfied or are still unresolved? Were we given written notice from the City of Bloomington that they had a grievance that they didn't feel was resolved? Chairman Sweeney stated the following: Mr. Cannon would you like to address that please? Mr. Tony Cannon stated the following: we currently have no problem reports that are open. Every problem report that we have received, we have investigated. We responded to every agency that has submitted a report. We don't always necessarily receive a comment back from an agency once we return it. For an example, if we are given a problem report and we find it to not be a problem that we did or that we had an error on our end, most of the time I would expect the agency to come back and say, "Yes, you did. We think there was a problem but you say there is not." We don't get that kind of response. On occasion we do. We currently have no issues that are open. Every issue that has come into the door we've answered. We've responded and at this point there is nothing that is an issue or that we need to address. Chairman Sweeney stated the following: as long as we have Mr. Cannon up here, are there any other questions? Member Segobiano stated the following: I would like to go back to Mr. Zeunik's comment in regards to when this baby was born, was learning to crawl, and there were a lot of problems. I am sure that we have statistics from that time as to the number of complaints from Bloomington, Normal, and the County. Now given today's situation and all the changes, what is the percentage of complaints over the last year? Given what you just said that you know there are no open cases, then what is prompting this? What are the number of cases that have been reported by Bloomington, the County, and Normal - the percentages? Mr. Cannon stated the following: I don't have the numbers - they are very low but I would want to be honest and say I don't have the numbers right off the top of my head. I know that they are very low. They could range anywhere from minor radio errors to misunderstandings of procedure but the actual numbers I don't have with me. Member Segobiano asked the following: but the numbers have

been substantially reduced – correct? Mr. Cannon stated the following: yes. Member Segobiano stated the following: I guess you know the one question we are all concerned with and I really speak as a father who has a firefighter whose life is always out there, have we had any life threatening situations in the City of Bloomington that have precipitated them to make this withdrawal request? Mr. Cannon replied with the following: no. Member Nuckolls stated the following: Member Segobiano asked most of my questions. I just wanted to add that I know the numbers have been dramatically reduced since two or three years ago and I also wanted to commend Mr. Cannon for doing a tremendous job since he has taken over that position. Member Owens stated the following: when I was first seated on this Board, I thought we had a joint meeting with the Town of Normal, City Council of Bloomington, and County officials and they talked. One major issue was the water study and there were several other issues on that agenda. Part of those meetings were for any other officials to question or comment on anything that they thought the governments that deal with each other would want to discuss or would have any questions about. I don't remember anything like that happening. I went to Mr. Zeunik last year and asked if we were going to have a joint meeting this year because I thought it was helpful and he said not this time. Member Segobiano stated that he wanted a written thing instead of face to face meeting that's fine too, but I would like to see joint meetings again. Chairman Sweeney stated the following: to respond to that, I've asked the City of Bloomington and they've said no to a joint meeting. I didn't even ask the Town of Normal when Bloomington said no but I'm sure Normal would have shown up. Member Owens stated the following: as a resident of Bloomington, not only as a representative, it saddens me. The second question I have is probably for Mr. Ruud. My understanding is that the State says the City of Bloomington can't do this, yet they sound like they are going to do it anyway. If that is the case then who steps in to see that the law is applied? Is it the Illinois Attorney General's office, or the courts? Mr. Ruud stated the following: the ETSB has plenary authority in this area. The referendum passed some years ago by voters in all three jurisdictions gives full authority to the Emergency Telephone Systems Board, otherwise know as the 911 Board, to determine how many PSAPs, primary safety answering points, there would be, common language, and the number of places that answer 911 calls. It was determined a long time ago that there would be a single PSAP, a single answering point, by policy, by vote of the ETSB, recognizing MetCom as the place where 911 calls are answered. If either Bloomington, or for that matter, the County, or Normal decided to split off and just simply declare that they are going to answer their own 911 calls, that is not provided for in State law. There is no appeal procedure for decisions of the ETSB either. The Illinois Commerce Commission licenses the 911 answering facility so any deviation of what we have will also have to be re-petitioned or an amended petition would have to be filed with ICC and they would have to give their blessing to any change. To answer your question, it is my knowledge that ICC is not in a position to endorse any change at this time. Member Rackauskas asked the following: who is the individual or group that suggested, first suggested, that Bloomington remove themselves from MetCom? Where did this instigate? From



which individual? Chairman Sweeney stated the following: the best way to answer that is probably to tell you to ask an official of the City of Bloomington. I don't want to get into that. Member Rackauskas asked the following: if Bloomington leaves MetCom what does it gain? Have we analyzed that? Is it economic reasons? Can it be a source of revenue for them? Chairman Sweeney stated the following: no, that it can't be. Member Rackauskas asked the following: will it be a savings of money? Chairman Sweeney stated the following: isn't that the same – no. Member Rackauskas asked the following: will it cost them more? Chairman Sweeney stated the following: yes, but how much I don't know. Member Cavallini stated the following: I find it ironic that years ago when MetCom was created with all the problems that were faced, that the governing bodies were willing to cooperate and work together. How ironic it is today that many of those problems are solved and resolved and yet now we have a governing body that is wanting to pull out? I think there is more to be gained by cooperation than separation. I point to the Government Center as an example of how we had worked together with the City of Bloomington to create this building which we share. I would encourage Chairman Sweeney and Mr. Zeunik to try again even though the invitation which was extended was apparently turned down. I would write another invitation. Member Gordon stated the following: I would like to make two quick comments. First, I would like to re-enforce what Member Segobiano said earlier. I think the information concerning how we have gotten to this point is vitally important for us, perhaps even more vitally important for decision makers in the City of Bloomington. I am concerned about the assumptions, the perceptions that led to a decision to try to separate. In Mr. Ruud's reading of the intergovernmental agreement and withdrawal process and so forth, no mention was made of something that I just want to highlight if I may. The timeframe that is required under terms of the intergovernmental agreement for Bloomington, assuming Bloomington was to be able to withdraw in 2005, notice would have had to be provide to the Town of Normal, to the MetCom Board, and to McLean County before the end of 2004. By the fact that notice was received on January 12, 2005, in line with a comment that was quoted from Chairman Sweeney and the local media, it is our understanding, the County and the understanding on the part of the Town of Normal, that even if withdrawal were to proceed, that it could not happen until the end of 2006. Is that correct? Mr. Ruud stated the following: according to the intergovernmental agreement Bloomington would be committed through December 31, 2006. Member Gordon stated the following: there is at least some timeframe within which we can all work to try to bring about the heightened cooperation and perhaps persuade Bloomington to change its course. Member Harding stated the following: Mr. Ruud, is the only thing that any of these entities have to do is write a letter, have it certified, and give a year's notice? Mr. Ruud stated the following: no. The governing body would have to have a public meeting, an action item on the agenda, a resolution in writing which formally states its desire to terminate the relationship with MetCom, and thereafter a certified copy which would be certified by their respective County Clerk or Town Clerk, would need to be delivered to the other two members. In this case, we have Bloomington wanting

to terminate so a certified copy of that resolution would have to get in the hands of the County and the Town, each member of the Operational Board and Mr. Cannon. Member Harding asked the following: if we try again, and I assume we will try again to meet with City Council, the only correspondence that we have had with the Mayor is this letter of January 11<sup>th</sup>? Mr. Ruud stated the following: no, that's not true. We received nothing in 2004 and then presumably when it was brought to the attention of the City of Bloomington we received, and here's my copy, we received a certified copy of the actual resolution passed by the City Council and it was certified by their City Clerk. Member Harding asked the following: If we meet with them, and hopefully we will, are there some thoughts of a plan that we might have to satisfy Bloomington? I know we don't really know exactly what their beef is but is there some plan that we've been considering that might satisfy them to keep them in? Chairman Sweeney stated the following: I don't know. In response to your question about continuing communications, that really has to go through ETSB in my opinion. They were supposed to come up with a budget, come up with information why they wanted to get out of MetCom, and they were supposed to present it to ETSB. It is my understanding that they have never done that. We could have the Sheriff address as he is on the ETSB but I think that is the answer. Am I close to being correct? Sheriff Owens stated the following: there is a lot of information we haven't received. Member Renner stated the following: just to clarify something else, we've talked quite a bit about the dispatching part of the operation but part of the discontent certainly is the EF Johnson system, the radio communication system itself, and I think that is the one thing we really haven't talked about here. That would definitely need to be part of any discussion we have in the future. Chairman Sweeney stated the following: I will let John talk about that but they already solved that over a year ago from their stand point. Mr. Zeunik stated the following: the City determined on its own a number of years ago that they would abandon the EF Johnson system and they decide to go with a 400 MHz system. With approval of their council, they went forward and purchased a 400 MHz system and then advised MetCom of that decision because of their dissatisfaction with the EF Johnson system. Then MetCom had to come up with a workaround so that we would be able to handle Bloomington's calls. We are still receiving the 911 calls and we have to dispatch on their police frequency which initially was just the police frequency and then ultimately in the last year or year and a half, it has been police and fire. Subsequently, they went to ETSB and asked ETSB for reimbursement for their 400 MHz system. Bloomington's decision to get off of EF Johnson and go to 400 MHz then ultimately caused Normal to make that same decision. Normal made it just because of the fact that those two agencies have to work so closely together. Other than the yellow line in the middle of Division Street there really, as far as police work is concerned, is no separation point between what the communities need to do. We have seen that time and time again in terms of the problems a year ago with the bank robberies that were occurring in Bloomington and Normal and then the recent series of events that have occurred. Normal made that decision because it thought it was absolutely essential that they be able to communicate directly with Bloomington at all times.

Chairman Sweeney asked the following: is there any other discussion? Member Selzer stated the following: I have just a couple of closing thoughts. As I said before, I do think that this is about facts, it's about truths and it is about lives. Not only about the lives of the people who call 911 but also it's the lives of our dispatchers out there. I am sure they are sitting in limbo wondering what's happening to them. I'd like to see at least some action. I would like to see us have a written request for a joint meeting. If they want to deny it that is fine but I would like to see that request put in writing. We should pick a time and invite people. I'd like to see us request, either through the Justice Committee, or however it's done, by an administrative request, that the tapes that are supposedly out there, any current issues that are life safety issues, that nobody has heard publicly be released. Quite honestly, as Member Segobiano pointed out, there are eight Members here that represent Bloomington but those of us that represent the 12 districts outside of it who helped support it, have lots of questions. When we voted for the referendum to give ETSB the authority and the money we assumed it was a joint dispatch center, and it's not. Maybe we need to revisit the whole referendum if that's the case and then that money comes off the table. I do believe that people voted for one thing and we are trying to change the complexion of it. I'd like to see at our next meeting or the next Executive Committee meeting having a resolution to the ICC from this Board, strongly opposing any action that would break up this MetCom center. Those are some of the action points I think we can take. If there is more I know it'll have to go to the various committees and other people but I would like to see us at least, offer some suggestions of what we can do. Chairman Sweeney stated the following: why would we send a letter to the ICC when they have already said that they aren't going to allow the City of Bloomington to get a license and ETSB has already said that they aren't going to let the City of Bloomington get a license. Member Selzer stated the following: that makes it sound like it is a moot point, but obviously in Bloomington's eyes it's not a dead issue. Chairman Sweeney stated the following: that is a City of Bloomington issue that needs to be addressed. The reason today that I was going to talk about this is what you see on the screen. The impact to the County for next year is going to be anywhere from \$210,000 - \$338,000 if indeed they do get out. Member Renner stated the following: given what Mr. Ruud has said this situation really wouldn't be until 2007. They are claiming it, but we can go to court and I'm assuming we will win. Mr. Ruud stated the following: I never make those kinds of predictions. Member Gordon stated the following: referring to the same slide; I just want to be sure I am clear on it. Those are the projected annual cost increases should Bloomington withdraw from MetCom. These are not bottom line figures, but additional figures projected per year effective if and when Bloomington withdraws from MetCom. Chairman Sweeney stated the following: that is correct. Member Selzer stated the following: point of order on the numbers though. That is assuming also that Bloomington is not successful in capturing some of those ETSB dollars. They could be higher if ETSB is forced to fund. That is a minimum. Member Segobiano stated the following: there has been a lot said here today and a lot to digest and I would certainly recommend this item be placed on our Executive

Committee agenda for our next meeting for discussion. Perhaps you and Mr. Zeunik can prepare a course of action or bullet points that the committee can discuss. I know we will all receive that prior to the Executive Committee meeting but I would certainly recommend that. Chairman Sweeney stated the following: if we go through with that, then as you know, all the Board Members will get it and they can all come to the Executive Committee meeting. We would welcome them to come. Member Rackauskas stated the following: in addition to what Member Segobiano said, I think we need to have a list of all intergovernmental agreements that we do have and I think we need to go back and see what our termination clauses are exactly, and review them. I think we need to do that because maybe we are too trusting. Chairman Sweeney stated the following: that would take some time. There could be hundreds of them. Member Rackauskas stated the following: but I think we need to look at that. Chairman Sweeney stated the following: we can start with that but I am just saying that we might not be able to get to all of them right away. That's my guess. Member Rackauskas stated the following: I think that is something we need to look at though – maybe go back and see if they need to be rewritten. Chairman Sweeney stated the following: that would be a strong burden on our staff to come up with that but we can work on it. Member Rackauskas stated the following: it is a stronger burden when we have terminations. Chairman Sweeney stated the following: true. I don't like to have terminations any more than anybody else on this board.

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

**CONTRACT FOR LEASE OF SPACE IN THE  
McLEAN COUNTY JUVENILE DETENTION CENTER**

**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;

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. Detention days will not be accumulated from one contract year to the next.

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, 2005).

\* 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

G. Clifford Shoemaker  
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.



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, 2005 and shall be terminated on December 31, 2005. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

**APPROVED:**

*Jeanne Rapp*  
Livingston County Board Chairman

January 11, 2005  
Date

**ATTEST:**

*Kristy A. Masching*  
Livingston County Clerk

01-14-05  
Date

**APPROVED:**

*[Signature]*  
McLean County Board Chairman

12-21-04  
Date

**ATTEST:**

*[Signature]*  
McLean County Clerk

12-21-04  
Date

Members Renner/O'Connor moved the County Board approve a Request for Approval of Contract with Woodford County 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:

**CONTRACT FOR LEASE OF SPACE IN THE  
McLEAN COUNTY JUVENILE DETENTION CENTER**

**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;

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**

One hundred and twenty (120) 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. Detention days will not be accumulated from one contract year to the next.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$9,600.

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, 2005).

\* 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

Dean Aeilts  
Chief Probation Officer  
Logan County Courthouse  
Room 16  
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, 2005 and shall be terminated on December 31, 2005. 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

Members Renner/Rackauskas moved the County Board approve a Request for Approval of Contract with Logan County 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:

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2005, between the County of McLean, a Body Politic and Corporate, hereinafter known as "the County," the Circuit Court of McLean County by the Chief Judge of the Eleventh Circuit and J. Brian Goldrick, Attorney-at-Law, hereinafter known as "Contract Guardian Ad Litem:"

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 representation of minors who are the subject of abuse, neglect, and dependency proceedings in McLean County Juvenile Court; and

WHEREAS, the Contract Guardian Ad Litem has the capacity to provide such services:

NOW, THEREFORE:

1. J. Brian Goldrick, is hereby appointed a Contract Guardian Ad Litem for McLean County by the Chief Judge of the Eleventh Circuit.
2. The purpose of this professional services contract is to provide assistance to the Circuit Court in the handling of juvenile cases. The County shall pay to the Contract Guardian Ad Litem, and the Contract Guardian Ad Litem agrees to accept as full payment for the professional services furnished under this agreement, the sum of \$5000.00 per month.

The Contract Guardian Ad Litem agrees to:

1. Fulfill the role of Guardian Ad Litem for all minors in all neglect, abuse, and dependency cases filed beginning January 1, 2005, and in pending cases to which he/she may be assigned by the Court. Said duties shall include attendance at all court hearings, the preparation and litigation of those cases, and other duties of a Guardian Ad Litem required by law. The Contract Guardian Ad Litem shall be available during normal court hours on Tuesday through Friday.
2. The Contract Guardian Ad Litem shall be at all times for the duration of this Contract an attorney licensed to practice law in the State of Illinois.
3. The Contract Guardian Ad Litem, 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 Contract Guardian Ad Litem and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Contract Guardian Ad Litem, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees, and assignees against any and all claims arising out of or relating to the Contract Guardian Ad Litem's activities pursuant to this contract.

It is further agreed by the parties:

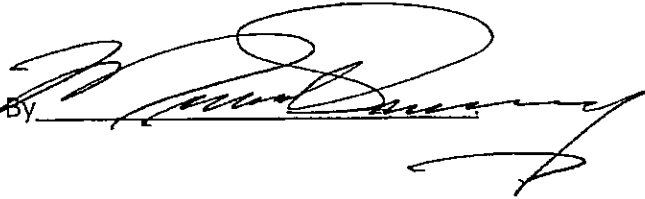
1. The parties enter into this Contract on the date first stated above and further, the agreement shall commence on January 1, 2005, and terminate on December 31, 2005.
2. The Contract Guardian Ad Litem is and shall be an independent contractor for all purposes, and solely responsible for the results to be obtained and subject to Illinois Supreme Court Rules, Circuit Court Rules, the Illinois Juvenile Court Act, and other applicable law. The Circuit Court, by the Chief Judge, reserves the right to review the Contract Guardian Ad Litem'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 Contract Guardian Ad Litem from engaging in the practice of law apart from the services provided by this Contract.
4. The Contract Guardian Ad Litem shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the foregoing, 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 law 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 any 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 Contract Guardian Ad Litem upon giving to the Chief Judge sixty (60) days written notice, prior to the effective date of cancellation.
  - (b) At the request of the Circuit Court of McLean County by the Chief Judge upon giving to the Guardian Ad Litem sixty (60) days written notice prior to the effective date of cancellation.
  - (c) For good cause as determined by the Chief Judge at any time.
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 the Guardian Ad Litem or the Chief Judge 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 assignees, representatives, and heirs of such party.
14. The parties agree that the foregoing and the attached documents (if any) constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 18<sup>th</sup> day of January, 2005

McLean County

By 

Circuit Court of McLean County  
by the Chief Circuit Judge of  
the Eleventh Circuit

By 

J. Brian Goldrick  
Contract Guardian Ad Litem

Members Renner/Harding moved the County Board approve a Request for Approval of Contract with J. Brian Goldrick, Attorney-at-Law to provide Guardian Ad Litem Professional Services to the Circuit Court in the Handling of Juvenile Cases— Circuit Court. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

## **CONTRACT**

### **McLEAN COUNTY JUVENILE DETENTION FACILITY PHYSICIAN**

THIS AGREEMENT, made this 20th day of January, 2004 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 MCJDC 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 juveniles detained at the McLean County Juvenile Detention Facility; and,

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

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

1. By the mutual agreement of the parties, conduct on-site services at the Juvenile Detention Center for the purpose of providing medical aid to juvenile detainees and consult with the nurse at the Juvenile Detention Center and with the Superintendent at the Juvenile Detention Center, 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 medical protocols and standing orders for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to juvenile detainees.
4. Establish written guidelines and directions for transportation of juvenile detainees under Court Services' supervision for emergency care.
5. Assure that the content and scope of written juvenile detainee medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to juveniles detained at the Juvenile Detention Center.

7. In conjunction with the Superintendent of the Juvenile Detention Center, the nurse assigned to the Juvenile Detention Center, and the State's Attorney's Office, determine the applicability of County Juvenile Detention Standards (Medical), State of Illinois, to the provision of medical care in the Juvenile Detention Center and assure such medical care is provided in accordance with such applicable Standards.
8. Arrange for medical coverage during absences.
9. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
10. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
11. 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 MCJDC PHYSICIAN and any employee of OSFHS directed by the MCJDC 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 MCJDC 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 Juvenile Detention Center with recommendations and input from MCJDC 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 the nurse assigned to the Juvenile Detention Center.
9. Provide compensation to the HOSPITAL for the services of the MCJDC PHYSICIAN at an annual rate of \$11,021.00 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2004 and terminate on December 31, 2006 unless terminated by either party in accordance with 8 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCJDC 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 MCJDC 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 MCJDC PHYSICIAN, and final medical judgment pertaining to the juvenile detainees housed at the Juvenile Detention Center will be the responsibility of the MCJDC PHYSICIAN.
5. Nothing in this Agreement shall prevent the MCJDC 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 MCJDC Physician.

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

7. 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.
8. 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 Director of Court Services upon thirty days written notice.
  - c) Inability or incapacity of the MCJDC PHYSICIAN to carry out the terms of the Agreement.
9. In the event McLEAN COUNTY's equipment is used by the MCJDC 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 MCJDC PHYSICIAN during the period of such use by the MCJDC PHYSICIAN or subcontractor.
10. 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.
11. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
12. 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.
13. 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.

14. 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 20th day of January, 2004.

HOSPITAL

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

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

ATTEST:

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

COUNTY:

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

e:\ann\cont\jdc\_phys.01

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, 2005 through December 31, 2005 shall be \$ 11,572 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 18th day of January 2005

HOSPITAL

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

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

ATTEST:

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

COUNTY:

COUNTY OF MCLEAN, body  
Politc and Corporate

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

ATTEST:

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

Members Renner/Rackauskas moved the County Board approve a Request for Approval of Contract with OSF Healthcare Systems for Physician Services with 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:

## CONTRACT

### McLEAN COUNTY ADULT DETENTION FACILITY PHYSICIAN

THIS AGREEMENT, made this 18<sup>th</sup> day of January, 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.

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 18th day of January, 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

Members Renner/Owens moved the County Board approve a Request for Approval for Renewal of a Contract with OSF HealthCare System and Kenneth Inoue, M.D. for the Provision of Medical Services for the McLean County Adult Detention Facility—Correctional Health Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: Our general report is found on pages 119-135.

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

**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 120 acres of land which is part Section 26, Township 23N Range 2E of the 3<sup>rd</sup> P.M.; and is located in Bloomington Township immediately northeast of the intersection of 1600 East Road and 900 North Road; and

WHEREAS, the McLean County Zoning Board of Appeals has held a public hearing on said application under Case No. ZA-04-03 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 18<sup>th</sup> day of January 2005.

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk  
McLean County, Illinois



Michael F. Sweeney, Chairman  
McLean County Board

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 Patricia Burns, Donald Reeser, Robert Reeser, Larry Reeser and Kenneth Reeser, parcel (05) 21-26-300-004, in case ZA-04-03. They are requesting a map amendment to change the zoning classification from A-Agriculture District to R-1 Single Family Residential District on of a 120 acre property which is part of Section 26, Township 23N, Range 2E of the 3<sup>rd</sup> P.M.; McLean County, IL, and is located in Bloomington Township immediately northeast of the intersection of 1600 East Road and 900 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on December 21, 2004 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 120 acre property is relatively flat in part and gently slopes in part to the south and east. The property is vacant and is being used in part as pasture and in part for crop production. The property has 1300 feet of frontage on the east side of 1600 East Road and approximately 1320 feet of frontage on the north side of 900 North Road. These are asphalt roads 21 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land to the north, east and in part to the south and west is in the Agriculture District. The land in part to the south and west is also in the R-1 Single Family Residence District. The land to the north and east is in crop production. The land to the south is in part wooded and in part in crop production and in part residences. The land to the west is in part fallow agriculture and in part residences.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 120 out of 125 points. The site assessment score was 115 out of 175 points. The total LESA score was 235 points out of 300. A score of 225 points and above means the property is of very high 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 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 is adjacent to Crestwicke Country Club Estates, a residential subdivision, on two sides. The McLean County Regional Planning Commission, working with staff, has reviewed the proposal for consistency with the Comprehensive plan and has given the proposal a satisfactory score of 'C' since a road agreement to improve off site roads connected to the arterial road system has been made with Bloomington Township. The agreement goes with the land and is payable when a final plat is approved during the subdivision process. Slightly more

than the west half of the 120 acre property is designated "Low to Medium Intensity Urban Growth Area" according to the Comprehensive Plan. The property is also in the planned service area of the Bloomington-Normal Water Reclamation District which means the property will have access to public sewer at the new treatment plant in Randolph Township. In addition, public water is available for residential development on the property and has been extended to the site by the Bloomington Township Water District.

- 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 property is gently sloping. The topography and dimensions of the property are appropriate for uses in both districts. Although the property has good soils and a high LESA score, the property has access to public water and sewer, is adjacent to an established residential subdivision on two sides and all land adjacent to the public road is designated for development in the Comprehensive Plan.
- 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 approximately 1300 feet of frontage on the east side of 1600 East Road and 1320 feet on the north side of 900 North Road. It appears that safe sight distance for an entrance can be provided on both 1600 East Road and 900 North Road.
- 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. The property has frontage on 1600 East Road which connects to Old Colonial Road approximately .85 miles to the north. The Bloomington Township Road Commissioner has indicated that 1600 East Road is operating at or above capacity and can not handle additional residential traffic or the construction traffic that will be generated by such residential development. The Bloomington Township Road Commissioner has indicated that a Road Agreement between the Township and the developer must be obtained prior to the rezoning of this property to residential zoning. A road agreement between the Bloomington Township Road Commissioner and the applicant has been obtained, therefore this standard is met. Monies from this road agreement are to be used to upgrade roads connected to the arterial road system and are to be paid when a final plat is approved for the property.
- 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. A small part of the property is located within the 100 year flood hazard area. When the subject site is subdivided, storm water detention will be provided in the flood hazard area that will minimize flooding in the area and storm water erosion on the property.

- 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 Bloomington Township Fire District will provide fire protection for the subject property. The Bloomington Township Water District has indicated that public water and sewer are available at this site.
  
- 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. A little over half of the property lies within the Urban Growth area designated in the County's Comprehensive Plan – all of the property along the public roads to the west and south of the property. It was discussed that the east part of the property, not designated for development in the Comprehensive Plan, should also be developed as such in order to avoid a conflict caused by agricultural equipment passing through residential development from the public roads to farm the east part of the property.

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 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 approval, none opposed and no members were absent.

Respectfully submitted this 21<sup>st</sup> day of December 2004, McLean County Zoning Board of Appeals

SALLY RUDOLPH  
Chair

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



Member Gordon, Chairman, stated the following: As you all read, the packet originally indicated that we had no items for action but two zoning cases were pulled from the consent agenda earlier this morning, items 6C1(a) and (b). Members Gordon/Ahart moved the County Board approve a Request for Approval of the Application of Patricia Burns, Donald Reeser, Robert Reeser, Larry Reeser, and Kenneth Reeser, parcel (05) 21-26-300-004, in case ZA-04-03. They are requesting a map amendment to change the zoning classification from A-Agriculture District to R-1 Single Family Residential Districts on a 120 acre property which is located in Bloomington Township immediately northeast of the intersection of 1600 East Road and 900 North Road. Member Selzer stated the following: I removed this case because it actually applies to the second case on here also, so I'll raise the topic now and then we can vote on this one and then move to the second. Chairman Sweeney stated the following: wait a minute. I don't think that's allowed by our rules. We have to talk about the case in hand. That's not the motion that's on the floor. Member Selzer asked the following: then how do we talk about these, if we pass one and the other one is hinged upon it? Chairman Sweeney stated the following: you can all vote in favor of it and then if you want to reconsider it, you're on the prevailing side, then you could submit a motion to look into it again. Member Selzer stated the following: well maybe next time you should ask the person who pulled them, why they pulled them. Thanks. Chairman Sweeney stated the following: I don't think I will do that either. Any Other discussion? Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon, Chairman, presented the following:

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 Laurence F. Hundman, parcel numbers (24) 22-21-300-009 and (24) 22-28-100-006, in case ZA-04-04. He is requesting a map amendment to change the zoning classification from A-Agriculture District to R-1 Single Family Residence District on a 76 acre property which is part of Sections 21 & 28, Township 23N, Range 3E of the 3<sup>rd</sup> P.M.; McLean County, IL and is located in Old Town Township immediately south of Cheney's Grove Road and approximately ¾ mile east of 1950 East Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on October 5, 2004, December 7, 13 and 14, 2004 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 76.5 acre property is gently sloping and drains to the south and east. The property is vacant and was formerly in crop production but is currently left fallow. The property has 640 feet of frontage on the south side of Cheney's Grove Road, an oil and chip road 19 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land to the north, east, south and in part on the west is in the Agriculture District. Part of the land to the west is in the R-1 Single Family Residence District. The land to the north is in crop production. The land to the east is wooded. The land to the south is in part wooded and in part in crop production. The land to the west is in part fallow agriculture and in part residences.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 98 out of 125 points. The site assessment score was 117 out of 175 points. The total LESA score was 215 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 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 not met. A small portion of the property is adjacent to a residential subdivision along the north 1/3 of the west property line; the majority of this property is adjacent to farm related activities. A majority of the property lies outside of the Urban Growth Area as designated in the County's Comprehensive Plan. 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 'E'. The low score on the review form indicates the property does not meet the requirements to rezone the property from Agriculture to R-1 Single Family

committed, before additional road agreements can be made. No Road Agreement between the Old Town Township Road Commissioner and the applicant has been obtained – this standard cannot be met at this time.

The applicant indicated that the township could raise the road taxes to make more resources available to make Tanglewood Road and Cheney's Grove Road adequate for the trips generated by already approved development and the property. Township officials and members of the public testified that property taxes are very high already and the applicant does not have the right to direct how the township spends its resources.

- 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. When the subject site is subdivided, storm water detention will be required to mitigate negative effects of drainage.
- 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 not met. Water supply is a concern of area residents since the water in the area is in isolated aquifers that individually do not contain large volumes of water. The water is proposed to be supplied by shared wells. Expert testimony was provided from Steve Van Der Hoven PhD, assistant professor of hydrology at Illinois State University representing objectors and Duane Yockey P.E., principal in Lewis, Yockey and Brown, Engineers and Land Surveyors, representing the applicant. There will be 66 new dwellings built on properties to the west in the Wexford Hills and Dover Ridge Subdivisions that will require a water supply. The Bloomington Normal Water Reclamation District estimates water consumption to be 100 gallons per person per day. The Old Town Township Fire District will provide fire protection for the subject property. Public sewer is not available at this site. The site may require a sewage disposal system that is approved by the Illinois Environmental Protection Agency (IEPA) or a septic system that is approved by the County Health Department prior to issuing any building permits for this property. It has been more difficult over time to obtain IEPA approval for septic systems that allow surface discharge of treated effluent; and the property has poor soils for sub surface 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 not met. The majority of this property lies outside of the Urban Growth area as designated in the County's Comprehensive Plan. The timing for development of this property is too soon. A majority of the property lies outside of the Urban Growth Area as designated in the County's Comprehensive Plan. A petition signed by 128 area residents in the area requests that this rezoning should not be approved at this

Residence District unless, at a minimum, a road agreement is made with the township to help improve off site roads connected to the arterial road system. The nearest arterial roads are Towanda Barnes Road and US Route 150. No such agreement was obtained from Old Town Township. The Old Town Township Road Commissioner indicated that adequate existing roads connected to Towanda Barnes Road and to US Route 150 are not available to serve residences on the property, especially after previously approved subdivisions are built out. The road commissioner also stated that it is premature to complete a road agreement until the existing roads are improved. It was pointed out that Tanglewood Road (Road 2000E), a three mile hilly road which would provide access to the Tri Valley Schools from this site, may cost \$1,000,000 per mile to improve with adequate pavement width and shoulders. It was pointed out that adequate road improvements to Cheneys Grove Road could be completed for as low as \$328,000 per mile, not including additional right-of-way, since the land is relatively flat.

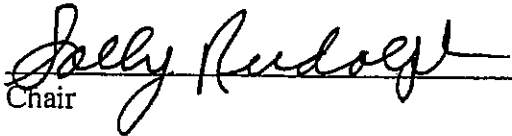
- 2.) **The proposed zoning classifications are appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications.** This standard is met. The property is gently sloping. The topography and dimensions of the property are appropriate for uses in both districts.
- 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 approximately 640 feet of frontage on the south side of Cheneys Grove Road. It appears that safe sight distance for an entrance can be provided on Cheneys Grove Road.
- 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 not met. The property has frontage on Cheneys Grove Road which connects to Towanda Barnes Road approximately 1.35 miles to the northwest. The Old Town Township Road Commissioner has indicated that Cheneys Grove Road is operating at the capacity for which it is designed and can not handle additional residential traffic or the construction traffic that will be generated by such residential development. In addition, traffic from the property to the public schools in Downs will travel from Cheneys Grove Road along Tanglewood Road south to US Route 150; the road commissioner indicated that this road is also operating at or above the capacity for which it is designed. Several residents submitted testimony about how different areas of Tanglewood Road are dangerous; one nearby resident submitted photographs of several different areas of Tanglewood Road that she testified are dangerous; and a representative of the County Engineer indicated that the Tanglewood Road is dangerous. The Old Town Township Road Commissioner has indicated that a Road Agreement between the Township and the developer needs to be obtained prior to rezoning any more property for residential use. The Road Commissioner indicated that there are several road improvements that need to be completed, to which the township is already

time. Many area residents objected during the four days of public hearing to this application until adequate infrastructure can be provided. No residents from Old Town Township supported this application.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested does not meet all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is not in the public interest. Therefore, the Zoning Board of Appeals hereby recommends denial of the request to change the zoning district classification of the property described above from Agriculture District to a classification of R-1 Single Family Residence District.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was five members for the motion to recommend denial, none opposed and Members Kuritz and Kinsella were absent.

Respectfully submitted this 14<sup>th</sup> day of December 2004, McLean County Zoning Board of Appeals

  
Chair

Sally Rudolph, Chair  
Tony Wheat  
James Finnigan  
Joe Elble  
Jerry Hoffman

Members Gordon/Ahart moved the County Board approve a Request to Deny the Application for Laurence F. Hundman, parcel numbers (24) 22-21-300-009 and (24) 22-28-100-006 in case ZA-04-04. He is requesting a map amendment to change the zoning classification from A-Agriculture district to R-1 Single Family Residence District on a 76 acre property which is located in Old Town Township immediately south of Cheney's Grove Road and approximately ¾ of a mile east of 1950 East Road. As noted immediately below, owners of adjacent land of more than 20% of the perimeter distance of this property object to this map amendment and have filed an objection with the County Clerk which results in the requirement that 15 County Board Members' favorable votes are required to approve this request. I so move the recommendation to deny. Member Selzer stated the following: I would like to point out a few things and I'm very, very confused. This is the third month in a row that a zoning case has come before us with similar cases. Both of these cases have property that aren't in the residential area today. They are in Agricultural districts. Both of these cases have LESA scores and the LESA score looks at the soil and whether or not it can be productive for crops. A score of 225 and points above means that it has high value for agriculture and below it doesn't. The first one we approved has a score of 235 which means it has high value for agricultural use. The second one we are reviewing now has a score of 215 which means it does not have high value for agricultural use. The first one we approved is in a similar setting where part of the property touches residential. It's out near Crestwicke, down where the Crestwicke Road ends into this property. The one we are discussing right now is off of the Cheney's Grove Road by the pony baseball field in Downs where there is a lot of residential development going on. When you look at the merits of these cases I don't understand why it came with the recommendation of "not to approve," except for one thing. It says here the Old Town Township Road Commissioner indicated there are several other improvements that have to be completed in this township already and they didn't have the time for it. It's not about the money. The developer offered funding. It is not about anything else. I mean I don't understand how we get these requests in for development and some are approved and some are turned down. They are both in agricultural districts. Our zoning code says we are here to preserve agricultural ground. We just approved a subdivision in an area where our own scoring system tells us it's good agricultural ground and we're going to turn one down where our own scoring system tells us it's not good agricultural ground. Additionally, I would like to point out and ask that we do something about this item 7, page 23. It talks about a petition signed by 128 area residents in the area that's being zoned who don't approve of this, unless, at a minimum, a road agreement is made. I don't understand how anybody can allow a petition to be presented at a zoning case. You can't cross examine a petition; you can't question a petition. Petitions are to go to elected officials to show whatever it is they show. The residents said they were opposed to it as long as there's not a road agreement. The Road Commissioner refuses to enter into a road agreement and we're going to vote down a property owner's right to build in an area where there is already building going on. It just makes no sense to me at all. I don't understand why we have a

comprehensive plan. I don't understand why one Road Commissioner has the authority to basically veto something like this. I would actually offer a substitute motion that we would pass this or approve this as submitted. Chairman Sweeney asked the following: Is there a second? Motion is seconded by Member Nuckolls. We are going to deal with the Substitute Motion to approve it. Member Gordon stated the following: may I ask first, and I direct this question to Mr. Ruud, since a substitute motion to approve has been presented does this in any way change the minimum number of votes required to pass it? It still is 15 in light of the objections having been filed? Mr. Ruud stated the following: my point man in the Zoning Department is ill today. That's Brian Hug, but I do know the answer to Member Selzer's question. State law states that if 20% of owners of adjacent land sign an objection, not a petition, and present it to the County Clerk in timely fashion, and I believe this has been, then what it requires is a super majority of the voters of the County Board. That equals a count of 15. Chairman Sweeney stated the following: it's the same issue whether or not it's to deny or approve. It's a moot point. Member Gordon stated the following: let me perhaps add a little bit of information to the overview here. When the ZBA considers the seven standards for a recommendation of approval to come forward to this Board, the ZBA's judgment must be that all seven standards are met. That is one important difference between the two subdivisions, the one we've already approved and the second that we are currently considering. Another dimension of this, as I look at it, an important one, is the objection signed by 128 residents in the immediate vicinity. Not all of the ZBA's findings on recommendations on the standards are related to that petition. In particular, standard 4, which appears on page 24 in the packet, having to do with adequate public roads refers indirectly to points that, perhaps were raised by objectors, but it is also noted that a representative, near the bottom of page 24, of the County Engineer indicated that the Tanglewood Road is dangerous. Now that might have been called to the attention of the ZBA by the objectors but the finding of fact with regard to that standard does not depend entirely on what the residents may have raised. Also on page 23 standard 6, adequate services are available or can be reasonably supplied. A key point in my eyes has to do with sewage disposal facilities because it is noted near the end of that paragraph that the site might require a sewage disposal system which is approved by IEPA or a septic system that is approved by the County Health Department prior to issuing building permits for this property. The Land Use and Development Committee can testify for more time than we want to take here as to how the procedures of IEPA come to be somewhat more cumbersome or more complex, or, at the very least, more time consuming and that is a major concern. Again, I think it stands on its own merits not necessarily related to the objections raised by the objectors. The fact that so many of the seven standards are not met in the view of the ZBA weighs very heavily in how I look at this whole matter and I would certainly stand in opposition to the substitute motion made by Member Selzer. Member Owens stated the following: in reading this and looking at the road situation if we do approve this substitute motion, then my understanding is that they are going to have to make these road improvements. Would that tie the township down with the funding and things of that sort? That

is a major thing for a Township Road Commissioner to be tied down to. Chairman Sweeney stated the following: I would like to turn this over to Jack Mitchell or Phil Dick. One or both come to the microphone, please. Mr. Mitchell stated the following: Tanglewood Road, as stated in the report, does not meet the requirements. The road should be wider and really needs to be improved at some time. The traffic probably wouldn't be that heavy that we couldn't start but in the future it would need to be wider. There are several other roads in the township that would be affected that would need to be worked on, Tanglewood Road and Cheney's Grove Road. Member Selzer stated the following: just a clarification from the testimony that is here. It is my understanding that the evidence presented at the hearing shows that Tanglewood Road today is already a hazard. That's what it says in here, that the public presented photos, testimony about how different areas are already dangerous. One nearby resident submitted photos of different areas and I believe that, if the truth be known, this is an issue from the existing roads where this Township Road Supervisor refuses or has not improved the roads as he should have from the last subdivision. So now the burden of the dangerous road that exists today without this development, granted additional cars could create more danger, but the point is that they have a dangerous situation out there today that really has nothing to do with this zoning case. Mr. Mitchell stated the following: you are right. The current road is dangerous. Member Rackauskas stated the following: I think that is very important and Member Selzer brought up a very important point. From my eight to nine years on a planning commission and how many now on the Land Use and Development Committee here, I have heard about roads for many years. People don't complain about roads that aren't used. This road is already being used by other subdivisions, etc. You are refusing a new developer the ability to develop land because of a condition he is not responsible for. Those roads should already be maintained. If they are dangerous now then we're just as responsible now. We should be sitting here right now making resolution, to improve those streets, not because there is a new subdivision. If one person's life is in jeopardy then we are just as responsible now whether we add 100 more or leave it how it is now. That is not why we refuse development of subdivisions. Chairman Sweeney stated the following: wait a minute. That is a township road. We have no control over township roads - zero. Member Rackauskas stated the following: we don't have responsibility, no, but what I am saying though, he is saying that we can't further develop because of the condition. That condition exists whether that development starts or not. Member Selzer stated the following: that Township Road Supervisor basically can hold up the entire project on any subdivision he chooses. Chairman Sweeney stated the following: that is correct. Member Selzer stated the following: that is ridiculous. Member Bostic stated the following: back when your rural townships were rural, I am a gravel road girl, I grew up on a gravel road, there was only enough money in the township budget to get out there and grade that road a couple of times in the summer and pour some oil on it so you didn't die in the dust. Now that townships have raised their tax levy they get a little bit more in motor fuel money so we've got basically oil and chip roads which were never designed to be high traffic corridors. They were never designed



to be anything more than to get that farmer and produce back and forth to market. Now all of a sudden you put subdivisions out there that create 150 trips per day and basically you are still working on a 1920 budget throughout the township. So it's not a problem the County can pass on to the township and say snap your fingers and fix the roads, because the taxpayers out there cannot do it. You do not have a big enough tax base to generate enough money to put a full service road into a subdivision. You just don't do it. Chairman Sweeney stated the following: let's not have an argument. Mr. Nuckolls stated the following: I understand this is an R-1 Single Family proposal. How many homes have been proposed for this development? Mr. Dick stated the following: it hasn't been decided how many. It's simply rezoning at this point and they've got a couple of proposals neither of which they are tied to. One had in the neighborhood of one-acre lots and another had half-acre lots. Member Nuckolls stated the following: I asked the question obviously because of the number of vehicles that are planned to use this road. Member Rackauskas stated the following: how do we resolve this unless we put a moratorium on all growth until all township roads are brought up to a certain standard to make it equal among developers, etc.? I'm not trying to be being facetious, I am trying to be honest about how we go about development and the equal opportunity that we must allow by law. Chairman Sweeney stated the following: wait a minute. John Zeunik and I had a meeting with these two gentlemen and Jeff Tracy regarding this issue trying to get something that we could do to resolve this problem. We can't tell the developer they've got to spend their money but we're asking them to do so, but you have got to be careful because then you can have an impact fee which is illegal in the State of Illinois. Every time we try to put something together they come up with reasons why the law doesn't allow us to. I don't know what we are going to do. I was trying to get something established so that when developers come into Phil Dick's office, they know exactly what they need to do, but when we have another governmental body involved in the thing, actually it is one individual, the Road Commissioner, and we have no control over the Road Commissioner. He is judge, jury, and dictator in a lot of cases. There are other people that raised their hand. Member Segobiano stated the following: I'll try to follow that. I can certainly appreciate Mr. Selzer's concern but also I really appreciate the work that goes on in the Land Use Committee. We are a growing County. There's no doubt about it. It seems like every day we are confronted with some new problem. Again, I think that the Land Use Committee is doing an excellent job of trying to address these problems and as Mr. Zeunik well knows, he sits in on those meetings, there is a lot of discussion, sometimes heated discussion, and not always to the pleasure of Mr. Dick, his staff, or the Highway Department. There is an awful lot of discussion that goes on. I for one have stood on the floor of this Board and argued with ZBA on many occasions when a vote was very close. I did not attend the ZBA meetings with regards to this issue but it was unanimous. They spent the time, effort, and energy which they were appointed to do, to deliver a verdict and it was seven to nothing. I think we are always going to be confronted with these types of issues. As the Chairman just indicated, we are dealing with another legal government entity and I think we need to respect them

as well as we need respect from them. There are a lot of questions to be asked here and a lot of answers that need to be forthcoming. I will support the ZBA in this unanimous decision and I will forewarn you I will stand on the floor of the Board and if I think necessary argue with a four to three vote. I ask you to take into consideration the time and effort that they have put into it. Certainly take the time and effort to consider the work that is being done in the Land Use Committee meetings. We know that there is a lot of work that lies ahead of us with this growing County and as these subdivisions are like the octopus out there reaching all sections of the County. I am going to vote against the substitute motion and support the Zoning Board of Appeals. Member Hoselton stated the following: I have a question for Mr. Mitchell. Jack, I and Duffy are Chair and Vice-Chair of the Committee and I am aware where we can hold a developer responsible for upgrading a rural road area from a 40,000 to an 80,000 pound road. Is that not true like the dairy out there at Bellflower, if they were to use the road then it had to be upgraded? Mr. Mitchell answered with the following: on the County system, yes. Member Hoselton asked the following: that was a County road that they worked on? I thought it was a township road. Mr. Mitchell stated the following: they ended up working on the township road but we were dealing with a County road. Member Hoselton stated the following: if we can do that one place maybe we can use that as a point correlating upgrading the road. Member Bass made another suggestion to incorporate the subdivision into the closest community and then they can get the road put in. Mr. Ruud stated the following: they can't. They are not contiguous. Member Gordon stated the following: I would like to clarify one thing that Member Segobiano just referred to. It's because I misspoke myself to the Land Use stand up this morning. On the recommendation from ZBA that was previously approved, that recommendation was seven to nothing in favor of recommending approval. On this one it was unanimous but there were two members absent so it was five to zero and I wanted to, for the record, clarify that. Chairman Sweeney stated the following: I was going to state that but I didn't think that it was a major point. Member Selzer stated the following: I have one other comment I want to make. If you drive out to Crestwicke you go down 51 on a nice highway and turn left on Crestwicke road there near Funks Seed or whatever the seed company is and drive out to that subdivision. You do the same to drive out to this subdivision. The roads going to Crestwicke are worse to drive and navigate with the curve going around the Nord house than these roads going out to this subdivision. It just illustrates the point that it is the Road Commissioner rather than the roads, and that's the point that really troubles me with this. If you read each of the standards, you will see that they're not met in every case as referenced back to the road. Unfortunately a very reputable developer is going to be punished because of what a Road Commissioner feels. Member Sorensen stated the following: I had actually intended to pursue a different course of action but in my nose counting exercise it appears as though we already have the votes to defeat Member Selzer's motion. I guess I will point out that this is a healthy discussion and that there are serious inconsistencies in how we deal with these issues. I am very aware and sympathetic to just about everything Member Selzer has said

from a process, procedures, and ordinance perspective. These things have to be dealt with. I will be the first one to say I think the ZBA has an enormously difficult job, that every project is different, and it is extremely difficult to hold up two different projects, any two projects, and say these are exactly the same decisions and we made them differently. The fact is there are differences here. There are water issues here that weren't in the other case and there are several issues that didn't exist in the other case. At the same time, I guess I am encouraging Chairman Gordon of Land Use to invest some time, some Committee time, in this topic because there are issues here and I think probably the catalyst is in the ordinance itself and in our process and procedures more so than the consistency or inconsistency of decision making. With that, like I said, I will be voting no to this substitute motion. Chairman Sweeney stated the following: I guess I want to make one comment because of the requirement that we have to have 15 votes for either one of these issues. Mr. Ruud stated the following: just to approve them. The question that was asked was do you need 15 to approve? Chairman Sweeney stated the following: very good. There is a motion on floor to approve item c1b and we are going to have to do a roll call because we need the 15 votes to deal with that issue. Member Gordon stated the following: the motion on the floor is the substitute motion to approve the application from Hundman. So a yes vote is to approve the application and a no vote is to support the ZBA. If the vote is short of 15, then the main motion comes back on and we have to vote again. Mr. Ruud stated the following: it would be moot but if you want to do it it's fine. Chairman Sweeney stated the following: because you need 15 votes it is almost imperative that I have to also vote and my suggestion is that we send this back to ZBA because of all these issues that have been raised and see if they can understand that someone has to work with the Township Road Commissioner to see if they can resolve this issue or it'll come back next month for denial and then we can vote on the denial at that time from the ZBA. That is my suggestion. Member Selzer stated the following: I would absolutely agree with that. The reason I didn't want it to be automatic is that it denies the application, because once it is denied then the applicant loses some of their rights. If some of the other Board Members would agree, I would be happy to withdraw the substitute motion and present a new substitute motion that says we send this back to the ZBA to see if they can reach some agreement with the Road Commissioner and see if there is something that might be able to be worked out. Chairman Sweeney stated the following: I need to know who the seconder was if you are going to make that motion. Member Nuckolls stated the following: I second it. Member Sorensen stated the following: point of order Mr. Chairman. I don't think we can do that. Chairman Sweeney stated the following: you can't withdraw a motion? Member Sorensen stated the following: not after 45 minutes of debate you can't. Chairman Sweeney asked the following: what difference does the time make? Mr. Ruud stated the following: if the maker of the motion and the seconder have withdrawn their motion, then there is nothing on the table to decide except the main motion which is to follow the recommendation and deny, which does not require a super-majority vote. Member Sorensen stated the following: I also have a point of order that Member Selzer called for the question

which is non-debatable. Chairman Sweeney stated the following: no he did not. That came from over here. Member Bass said that. My understanding is that because the substitute motion was withdrawn by the maker and the seconder that we're back to main motion. Members Selzer/Bass made a substitute motion to refer this back to the Zoning Board of Appeals to see if some additional work can be done on it to make all parties happy. Member Segobiano stated the following: in regards to a statement that Mr. Selzer made about penalizing a reputable developer and when could he bring this back if this were defeated. Mr. Dick said there was no time limit. If there is discussion about the road, we aren't penalizing any of the developers in this County. Mr. Dick can speak for himself but he said this could be brought back any time. Chairman Sweeney stated the following: you are correct. Member Gordon stated the following: I want to be certain that the wording of the motion to refer back to ZBA is clear. Is it the intent of the mover to send it back to ZBA for the specific purpose of working out an agreement with the Old Town Township Road Commissioner? If that is the purpose I guess I'm concerned about other issues coming into the process. Chairman Sweeney stated the following: there won't be a hearing at this stage. Member Bostic stated the following: last week was the cycle of township government whereby caucusing they projected a slate of officers to go on the ballot in April. I assume in Old Town Township that this Township Road Commissioner was put back on the ballot unanimously and that's the will of the people of Old Town Township. I guess he is operating at his discretion. Chairman Sweeney stated the following: any other comments. We have a motion on the floor to send this back. Clerk Milton shows all Members present voting in favor of the motion except Members Segobiano, Bostic, and Renner who voted no. Motion carried.

Member Gordon stated the following: we have no general report. I'll take questions as they come up.

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

**RESOLUTION of the McLEAN COUNTY BOARD  
 APPROVING ADDITIONAL COMPENSATION  
 For CERTAIN EXEMPT POSITION CLASSIFICATIONS**

WHEREAS, the McLean County Board, at its regular meeting on May 18, 2004, approved and adopted a Resolution Establishing the Budget Policy for Fiscal Year 2005; and,

WHEREAS, the Fiscal Year 2005 Budget Policy Resolution provides that employees who are classified as an exempt position are considered to be salaried employees and, therefore, pursuant to the Federal Labor Standards Act (FLSA) are not entitled to additional compensation; and,

WHEREAS, the Fiscal Year 2005 Budget Policy Resolution further specifies the following: "Any request by a County office/department to pay additional compensation to an exempt employee shall be presented to the Finance Committee for review and approval. Without formal authorization and approval of the Finance Committee and the County Board, an exempt employee shall not be entitled to receive any additional compensation;" and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, January 4, 2005, recommended approval that the following six exempt position classifications be authorized to receive additional compensation:

<u>Class Code</u>	<u>Pay Grade</u>	<u>Position Title</u>	<u>Department</u>
6106	11	Civil Engineer II	Highway
7147	11	Facilities Maintenance Supervisor	Facilities Management
8013	9	Registered Nurse	Jail Medical
8014	9	Registered Nurse	Nursing Home
8105	9	Communicable Disease Investigator	Health Department
8123	8	Case Manager	Children's Advocacy

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

(2)

- (1) The McLean County Board, pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2005 and in accordance with the recommendation received from the Finance Committee, hereby approves and authorizes that the following six exempt position classifications be authorized to receive additional compensation:


<u>Class Code</u>	<u>Pay Grade</u>	<u>Position Title</u>	<u>Department</u>
6106	11	Civil Engineer II	Highway
7147	11	Facilities Maintenance Supervisor	Facilities Management
8013	9	Registered Nurse	Jail Medical
8014	9	Registered Nurse	Nursing Home
8105	9	Communicable Disease Investigator	Health Department
8123	8	Case Manager	Children's Advocacy


- (2) The McLean County Board hereby directs and authorizes the County Clerk to forward a certified copy of this Resolution to the County Treasurer, the County Administrator, the County Engineer, the Director of Facilities Management, the Director of the Nursing Home, the Director of Correctional Health Services, the Director of the Health Department and the Director of the Children's Advocacy Center.

ADOPTED by the McLean County Board this 18<sup>th</sup> day of January, 2005.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board



# Memorandum

**To:** Chairman and Members, Finance Committee  
**From:** Terry Lindberg, Assistant County Administrator  
**Date:** January 4, 2005  
**Re:** Request Approval for Additional Compensation for Certain Exempt Positions

The Fiscal Year 2005 Budget Policy Resolution, passed by the County Board in May of 2004, provides that employees who are in exempt positions are considered salaried employees and thereby not entitled to additional compensation. It further specifies:

“Any request by a County office/department to pay additional compensation to an exempt employee shall be presented to the Finance Committee for review and approval. Without formal authorization and approval of the Finance Committee and the County Board, an exempt employee shall not be entitled to receive any additional compensation.”

Based on our review of payroll records from Fiscal Year 2003 and 2004, and consideration of federal standards for exempt and non-exempt positions, we respectfully recommend you authorize additional compensation for the below listed positions. This additional compensation will be paid out in the form of overtime when earned. Attached is a complete listing of Fiscal Year 2005 Position Classifications and Pay Grades.

<u>Class Code</u>	<u>Pay Grade</u>	<u>Position Title</u>	<u>Department</u>
6106	11	Civil Engineer II	Highway

<u>Class Code</u>	<u>Pay Grade</u>	<u>Position Title</u>	<u>Department</u>
7147	11	Facilities Maintenance Supervisor	Facilities Management
8013	9	Registered Nurse	Jail Medical
8014	9	Registered Nurse	Nursing Home
8105	9	Communicable Disease Investigator	Health
8123	8	Case Manager	Child Advocacy

The County is under an order from the U.S. Department of Labor to pay overtime to our Civil Engineers (6106). Our Facilities Maintenance Supervisor (7147) is on 24/7 call and frequently responds on an emergency basis on weekends and evenings. Registered Nurses (8013 and 8014), Communicable Disease Investigators (8105) and Case Managers (8123) are exempt positions on the basis of required education and training. However, incumbents in the positions and departments listed above are required to provide services on demand for medical emergencies, communicable disease investigations and child abuse disclosure interviews, which routinely involves work obligations on nights and weekends.

Please contact me at 888-5110 if you have any questions or require any additional information.



**Position Classifications and Pay Ranges for Fiscal Year 2005**

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class</u>
M	\$4.7384	\$9.7575	75	Assistant	0004
				Clerical Assistant	0010
				Intern	0399
1	\$9.1095	\$13.2089			
2	\$9.7925	\$14.1975	80	Receptionist	0003
				Lobby Security Screener	3301
				Automotive Servicer	7301
				Volunteer Services Coordinator	8311
3	\$10.5266	\$15.2628	80	Custodian	7131
				CNA Coordinator	8004
4	\$11.3164	\$16.4137	75	Commissary Clerk	0005
				Office Support Specialist I	0011
				Deputy County Clerk	0023
				Assistant Clerk-Jury Commission	1202
			80	Mail Processing Clerk	0007
				Emergency Communications Addressing Technician	3107
				Building Maintenance Worker	7142
				Building Maintenance Worker-Nursing Home	7152
				Park Maintenance Worker I	7210
5	\$12.1653	\$17.6439	75	Accounting Specialist I	0101
				Computer Operator	0201
				Vision and Hearing Technician	8101
				Dental Hygienist	8103
			80	Lead Custodian	7133
				Building Maintenance Mechanic I	7143
				Building Maintenance Mechanic -Nursing Home	7153
				Park Maintenance Mechanic I	7221
				Assistant Food Services Supervisor	9015
6	\$13.0776	\$18.9677	75	Office Support Specialist II	0012
				Safety Coordinator	0046
				Computer Operator II	0202
				Legal Assistant I	1101
				Victims Witness Specialist	1135
				Circuit Court Secretary	1205
				Animal Control Warden	2001
				Assistant Field Inspector	5001
				Senior Field Inspector	5002
			80	Parks Maintenance Worker II	7211
				Fleet Mechanic	7303
				Activity Director	8305

\* = Exempt Position  
 All positions beyond  
 Grade 10 are exempt

12/29/2004

## Position Classifications and Pay Ranges for Fiscal Year 2005

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class</u>						
7	\$14,0585	\$20,3900	75	Supervising Office Support Specialist	0013						
				Administrative Support Supervisor I	0015						
				Administrative Specialist	0017						
				Accounting Specialist II	0102						
				Legal Assistant II	1102						
				Jury Coordinator	1207						
				Animal Control Manager	2005						
				Deputy Coroner	2103						
				Assessor	5011						
				Senior Field Inspector-Building and Zoning	6001						
			Zoning Enforcement Officer	6003							
			80			Engineering Technician I	6102				
						Custodial Supervisor	7132				
						Building Maintenance Mechanic II	7144				
						Park Maintenance Supervisor	7222				
						Heavy Equipment Mechanic	7305				
						Licensed Practical Nurse-Nursing Home	8005				
						Licensed Practical Nurse	8006				
						8	\$15,1129 \$29,470	\$21,9159 \$42,736	75	Administrative Support Supervisor II	0016
										County Administrator's Assistant	0019
Program Administrator, County Clerk	0025										
Chief Deputy Recorder*	0031										
Human Resources Assistant	0041										
Network Support Specialist	0211										
Defense Investigator	1127										
Victim Witness Program Coordinator*	1136										
Circuit Clerk-Division Supervisor I	1215										
CASA Coordinator*	2305										
Veterans Assistance Officer*	2403										
Assistant Director-ESDA	3203										
Inmate Program Supervisor	4109										
Senior Assessor	5012										
WIC Nutritionist*	8041										
Health Promotion Specialist*	8115										
Case Manager*	8123										
80			Engineering Technician II	6104							
			Domestic Services Director	7125							
			Assistant to the Nursing Home Administrator	8131							
			Social Services Director	8325							
9	\$16,2459 \$31,680	\$23,5608 \$45,944	75	Assistant Chief County Assessment Officer	5015						
				Senior Accounting Specialist	0103						
				Circuit Clerk-Division Supervisor II	1216						
				Probation Officer I	1301						
				Inmate Assessment Specialist*	4108						
				Clinic Nurse*	8011						
				Registered Nurse*	8013						
				Registered Nurse-Nursing Home	8014						
				Public Health Nurse*	8015						
				School Health Nurse Consultant*	8017						

\* = Exempt Position  
All positions beyond  
Grade 10 are exempt

12/29/2004

## Position Classifications and Pay Ranges for Fiscal Year 2005

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class</u>							
9(cont.)	\$16,2459	\$23,5608	75	Communicable Disease Investigator*	8105							
				Public Health Communications Specialist*	8113							
				Quality Assurance Specialist*	8127							
				Staff Sanitarian	8403							
			80				Animal Control Director	2007				
							Emergency Communications Supervisor*	3104				
							Juvenile Detention Officer	4001				
							Juvenile Detention Program Coordinator	4002				
							Detention Training/Accreditation Specialist*	4011				
							Operations Officer, Parks and Recreation	7216				
							Fleet Manager	7307				
							Assistant Director of Nursing-LPN	8031				
							Food Services Supervisor	9017				
10	\$18,6831 \$36,432	\$27,0919 \$52,829	75	Chief Deputy County Clerk*	0027							
				Staff Accountant*	0105							
				Internal Auditor*	0106							
				Computer Services Coordinator*	0213							
				Assistant States Attorney I*	1105							
				Assistant Public Defender I*	1112							
				Probation Officer II	1302							
				Chief Deputy Coroner*	2104							
				Planner-Building and Zoning*	6011							
				Clinic Supervisor*	8025							
				WIC Nutritionist/Program Coordinator*	8043							
				Communicable Disease Program Coordinator*	8107							
				Health Promotion Program Manager*	8117							
				DCFS Lead Agency Coordinator*	8121							
				Forensic Interviewer*	8124							
				Case Management Supervisor*	8125							
				Birth to Three Assurance Coordinator*	8141							
				Bio-Terrorism/Public Health Planner*	8127							
				80				Senior Staff Sanitarian*	8405			
			Assistant Director-MMCCC Operations*					3105				
			Facilities Maintenance Foreman					7145				
			Juvenile Detention Shift Supervisor					4003				
			Project Manager					6101				
			Highway Maintenance Coordinator					7015				
			Assistant Director of Nursing-RN					8030				
			11					\$43,718	\$63,402		Programmer	0205
											Network Security Specialist	0214
											Assistant States Attorney II	1106
											Assistant Public Defender II	1113
											Chief Deputy-Circuit Clerk	1217
											Deputy Director-Court Services	1305
											Assistant Director-MMCCC Technical Services	3109
				Assistant Superintendent-JDC	4005							
Jail Operations Supervisor	4105											
Civil Engineer I	6105											
Facilities Maintenance Supervisor	7147											

\* = Exempt Position  
All positions beyond  
Grade 10 are exempt

12/29/2004

## Position Classifications and Pay Ranges for Fiscal Year 2005

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class</u>
11 (cont.)	\$43,718	\$63,402		Detention Health Supervisor	8129
12	\$48,091	\$69,731		Risk Manager	0047
				Assistant County Treasurer	0111
				Systems/Database Coordinator	0209
				Network Program Manager	0215
				Director-Children's Advocacy Center	0327
				Director-ESDA	0329
				Assistant States Attorney III	1107
				Assistant Public Defender III	1114
				Command Lieutenant	3006
				Civil Engineer II	6106
				Highway Operations Officer	6107
				Community Health Services Supervisor	8021
				Maternal-Child Health Services Supervisor	8023
				Communicable Disease/Health Program Supervisor	8109
				Environmental Health Program Supervisor	8406
13	\$52,899	\$79,357		Assistant Director, Information Services	0217
				Director-Building and Zoning	0325
				Director-Parks and Recreation	0331
				Emergency Communications Director	0335
				Supervisor of Assessments	0345
				Assistant States Attorney IV	1108
				Assistant Public Defender IV	1115
				Superintendent of JDC	4007
				Jail Superintendent	4107
				Facilities Maintenance Director	7148
				Assistant Administrator-Health Department	8133
				Environmental Health Director	8407
14	\$56,867	\$85,300		Assistant County Engineer	6109
				Director of Nursing Services	8029
				Director Personal Health Services	8135
15	\$61,132	\$91,699		Director-Information Services	0333
16	\$64,189	\$96,278		Court Services Director	0323
				Assistant States Attorney V	1109
				Chief Deputy Sheriff	3009
17	\$67,399	\$101,096		County Engineer	0315
				Nursing Home Administrator	0339
				Public Defender	0341
18	\$69,083	\$103,624			
19	\$70,809	\$106,226		Assistant County Administrator	0301
				Health Department Administrator	0337
20	\$74,351	\$111,525			
21	\$85,503	\$128,255		County Administrator	0305

\* = Exempt Position  
 All positions beyond  
 Grade 10 are exempt

12/29/2004

Members Sorensen/Renner moved the County Board approve a Request for Approval of Resolution Approving Additional Compensation for Certain Exempt Position Classifications. Clerk Milton shows all Members present voting in favor of the motion. Motion carried.

Member Sorensen stated the following: the Finance Committee's General Report is found on pages 144-157 of your packet.

**TRANSPORTATION COMMITTEE:**

Member Bass, Chairman, stated the following: I sit here delighted and amused that there is such a to-do about roads in our County and about the growth of this County population-wise. We wrestle with this and we continue to wrestle with this because of the growth and the uniqueness of each request. I don't think Mr. Selzer used the right words when he said something about this person being defeated or denied. We stuck with what our rules said and then we go on from there. I think that because there has been a lot of discussion and a lot of items to be discussed with regard to expansion in our County that we can perhaps come up with a resolution or a resolving of some of these issues, namely this one that we just worked on. I will say that the County Transportation Committee has no items this month for action. Our General Report is found on pages 158-163. Now that we'll be on the threshold of spring soon, Mr. Mitchell and all of his crew will be hard at work to repair a lot of the potholes, a lot of the damage that has been done to some of our roads.

**PROPERTY COMMITTEE:**  
Member Bostic, Chairman, presented the following:

**ATTACHMENT NO. THREE 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 the County each agree to pay to the PBC for the period beginning January 1<sup>st</sup>, 2005 and ending December 31<sup>st</sup>, 2005 the sum of \$302,024 and, in addition, the County agrees to pay an additional sum of \$19,052 for mail services for County offices.

The PBC agrees to perform the operation, maintenance, upkeep and safekeeping functions for the Government Center Building during such one-year period all pursuant to the provisions of Section III of the Lease, dated November 20<sup>th</sup>, 2001.

The City and the County agree to cause the necessary tax levies to be made to provide for the collection of the funds necessary to pay the amount hereinabove set forth.

This Attachment is executed this 7<sup>th</sup> day of December, 2004, by the officers of the Public Building Commission and on December 21<sup>st</sup>, 2004, by the Officers of the County of McLean and on December 13<sup>th</sup>, 2004, by the Officers of the City of Bloomington.

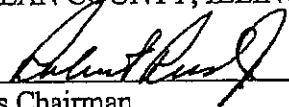
COUNTY OF MCLEAN

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


ATTEST:

\_\_\_\_\_  
COUNTY CLERK

PUBLIC BUILDING COMMISSION OF  
McLEAN COUNTY, ILLINOIS

By:  \_\_\_\_\_  
Its Chairman

ATTEST:

 \_\_\_\_\_  
Its Secretary

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Members Bostic/Cavallini moved the County Board approve a Request for Approval of Attachment No. 3 to Amendment to Lease and Operation Maintenance Agreement for the Government Center—Facilities Management Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: our General Report is on pages 165-172.

**REPORT OF THE COUNTY ADMINISTRATOR:**

Mr. Zeunik stated the following: At your place this morning you should have a reminder that immediately following this meeting in conference room 404 we will have an orientation workshop for Board Members. We also provided all Board Members with the orientation workbook so everybody, whether you are new to the Board or a long time incumbent, will have all of the material that's going to be presented at that meeting. If you are unable to attend this morning there will be a second workshop held on Monday, January 24, 2005 at 4:00 p.m. We would certainly welcome any Board Members who would like to stay.

**OTHER BUSINESS AND COMMUNICATION:**

Chairman Sweeney stated the following: there is a Liquor Control Commission after this meeting so those Members should stay around.

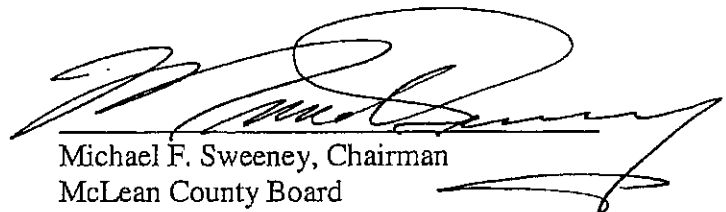
The McLean County Auditor presented the following and recommends same for payment:

**MCLEAN COUNTY BOARD COMPOSITE**

January 18, 2005

2004 Budget Expenditures

<b>COMMITTEE</b>	<b>PENDING EXPENDITURES</b>	<b>PRE-PAID EXPENDITURES</b>	<b>TOTAL EXPENDITURES</b>
Executive		\$203,941.20	\$203,941.20
Finance		\$646,003.56	\$646,003.56
Human Services		\$359,052.84	\$359,052.84
Justice		\$1,685,215.29	\$1,685,215.29
Land Use		\$17,981.25	\$17,981.25
Property		\$184,745.30	\$184,745.30
Transportation		\$1,932,510.98	\$1,932,510.98
Health Board		\$379,549.33	\$379,549.33
T.B. Clinic		\$26,202.59	\$26,202.59
Disability Board		\$46,884.72	\$46,884.72
<b>Total</b>		<b>\$5,482,087.06</b>	<b>\$5,482,087.06</b>

  
Michael F. Sweeney, Chairman  
McLean County Board


Members Gordon/Bass 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 Bostic/Renner moved for adjournment until Tuesday, February 15, 2005 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: 10:40 a.m.


\_\_\_\_\_  
Michael Sweeney  
County Board Chairman

  
\_\_\_\_\_  
Peggy Ann Milton  
County Board Clerk

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF McLEAN     )

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 18th day of January, 2005, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 10th day of February, 2005.

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