

Proceedings
of the
County Board
of
McLean County,
Illinois

July 26, 2005

*Subject to approval at
August 16, 2005
County Board Meeting*



Table of Contents

	Page(s)
Meeting Minutes Begin (July 26, 2005)	1
Consent Agenda	2-48
Highway Department.....	4-21
Building and Zoning	22-30
Property Committee.....	31-47
Finance Committee.....	48
Executive Committee	49-56
Request – Telephony Feasibility Study – Dietrich Lockard Group – Information Services	49-56
Finance Committee	57-61
Ordinance – Amending 2005 Budget Ordinance – Fund 0104 – Health Promotion Grant	57
Resolution – Amending 2005 FTE – Fund 0104 – Health Department.....	58-59
Resolution – Offer Salary above Minimum Authorized – State’s Attorney’s Office	60-61
Transportation Committee	61
Property Committee	62-68
Agreement – McLean County/Bloomington Municipal Credit Union for ATM Machine	62-63
Lease – McLean County/City of Bloomington for Parking in the Lincoln Parking Lot.....	64-68
Justice Committee	69-81
Intergovernmental Agreement – ISU – Provide Network Access to Recorded Phone Calls	69-71
Request – 2005 ILEAS Local Law Enforcement Homeland Security Grant – Sheriff’s Department ..	72-79
Emergency Appropriation – FY 2005 Budget – Sheriff’s Department Fund 0029	80-81
Land Use and Development Committee	82-97
Ordinance – Approval of Final Plat – Dover Ridge Subdivision, File S-05-11	82
Application – Case SU-05-10 for Special Use.....	83-96
Report of the County Administrator	96
Approval of Bills	97
Adjournment	98

July 26, 2005

The McLean County Board met on Tuesday, July 26, 2005 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

The following Members answered to roll call:

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

The following Member was absent:

Member Cathy Ahart.

Consent Agenda:

Chairman Sweeney asked if there were any items to be removed. Member Selzer requested that Item C2c be removed.

The Amended Consent Agenda read as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, June 21, 2005
- B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of Letting Results from July 6, 2005
County and Township Projects
 - 2) Request Approval of Stanford Road –
Sec. 04-00122-03-RS – 80,000 lbs. Weight Limit
Resolution – Stanford Grain Co. & Earlybird Grain &
Fertilizer Service, Inc.
 - 3) Request Approval of Resolution of McLean County,
Illinois for an Ordinance and Resolution for the
Establishment of an Altered Speed Zone – CH 37 & CH 8
 - 4) Request Approval of Old Route 150 – Sec. 03-00182-00-RS
 - a) Federal Agency Agreement
 - b) Resolution for Improvement
- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval of the Application of Roland
Schumaker II in case SU-05-11, Parcel
(25) 08-03-301-008 for a Special Use to allow
a Single Family Residence in the Agriculture
District for a Farm Operator on property which is
Located in Money Creek Township immediately
South of Clarksville Road and approximately
1/4 mile west of 2140 East Road
 - b) Request Approval of application of AGR Petroleum,
LLC, in Case ZA-05-03, parcel 25-35-11-200-001
for a Map Amendment to change the Zoning
Classification from A-Agriculture District to
M-2 General Manufacturing District on Property
Located in Randolph Township immediately
South of 100 North Road and approximately
1/2 mile east of 1600 East Road, Heyworth, IL
 - 2) Subdivision Cases:
 - a) Request Approval of a Waiver of Preliminary
Plan requirements and a Two Lot Final
Subdivision Plat for the Bliss Subdivision
on property located in Blue Mound
Township at 17594 North 2500E Road
and 17556 North 2500E Road, Towanda,
File No. S-05-10

- b) Request Approval of a Waiver of Preliminary Plan requirements and a Two Lot final plat for the Resubdivision of Lot 1 Dakota Grove Subdivision to allow two Commercial lots, File No. S-05-12

D. Transfer Ordinances

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

1) Property Committee

- a) Request Approval of Lease Agreement between the County of McLean and McLean County State's Attorney for Office Space Located on the 4th Floor Of 200 West Front Street, Bloomington, Illinois for the Child Support Enforcement Division – Facilities Management
- b) Request Approval of Lease Amendment for Additional Space for Collaborative Solutions Institute – Facilities Management

2) Finance Committee

- a) Request Approval of Amendment to the Ordinance to License and Regulate Raffles – First Assistant's States Attorney

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

1) REAPPOINTMENTS:

None

2) APPOINTMENTS:

None

3) RESIGNATIONS

None

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY
FOR AWARD OF COUNTY AND ROAD DISTRICT MOTOR FUEL TAX PROJECT**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on July 12, 2005, for a letting held on July 6, 2005, for one (1) McLean County and two (2) Township Road District Projects, and,

WHEREAS, the Transportation Committee duly approved the bids on July 12, 2005, now, therefore,

BE IT RESOLVED by the County Board of McLean County that they award the following projects:

2005 Non-MFT CONSTRUCTION SECTION:

Rowe Construction Co., a Div. of R.A. Cullinan & Son, Inc., Bloomington, Illinois, was the successful bidder on the following section:

McLean CountySec. 05-00042-08-SM & 04-00157-01-SM.....@ \$597,228.05

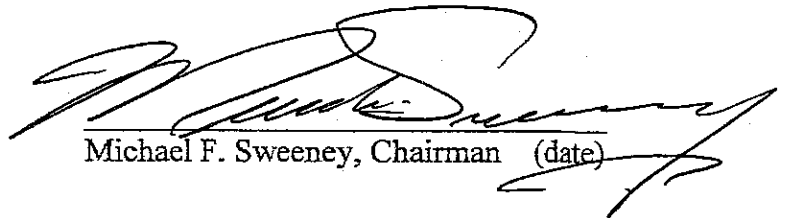
2005 TBP CONSTRUCTION SECTION:

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

Chenoa R.D.....Sec. 00-09124-00-BR.....@ \$176,497.50

HJ Eppel & Co., Inc., Pontiac, Illinois, was the successful bidder on the following section:

Gridley R.D.....Sec. 00-18129-00-BR.....@ \$225,497.65


Michael F. Sweeney, Chairman (date)

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 July 26, 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 26th day of July A.D., 2005.

[SEAL}


County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT
July 06, 2005

McLEAN COUNTY
SEC. 05-00042-08-SM & 04-001

ENGINEERS ESTIMATE	ROWE BID BOND		DUNN CO		HJ EPPEL	
	PRICE	ESTIMATE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	\$2.50	\$10,625.00	\$0.00	\$0.00	\$0.00	\$0.00
Bit Malt's (Prime Coat)	720.00	\$4,400.00	\$0.01	\$2.20	\$0.00	\$0.00
Aggregate (Prime Coat)	17.50	\$9,590.00	\$21.50	\$1,782.00	\$0.00	\$0.00
Bit Surf Rem-Built Joint	118.00	\$2,124.00	\$27.00	\$3,186.00	\$0.00	\$0.00
Temporary Ramps	32.50	\$170,602.50	\$2.60	\$177,426.60	\$0.00	\$0.00
Bit Surf Removal (1 1/2")	130.00	\$21,000.00	\$27.15	\$19,005.00	\$0.00	\$0.00
Aggregate Shoulders, Type B	150.00	\$66,250.00	\$51.65	\$68,436.25	\$0.00	\$0.00
BC SC Super "C" N50	154.00	\$329,400.00	\$50.15	\$305,915.00	\$0.00	\$0.00
BC SC Super "D" N50		\$613,881.50	\$597,228.05		\$0.00	
				-2.73%		-100.00%

CHENOVA RD
SEC. 00-09124-00-BR

ITEM	QUANTITY	UNIT	UNIT PRICE	ESTIMATE	OTTO BAUM BID BOND		STARK BID BOND		FRESSEN		HJ EPPEL BID BOND	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Earth Excavation	90	Cu Yd	\$30.00	\$2,700.00	\$61.00	\$5,490.00	\$44.50	\$4,005.00	\$0.00	\$0.00	\$1.25	\$1,350.00
Channel Excavation	260	Cu Yd	\$8.00	\$2,080.00	\$14.00	\$3,640.00	\$12.00	\$3,120.00	\$0.00	\$0.00	15	\$3,900.00
Porous Granular Embankment	70	Ton	\$30.00	\$2,100.00	\$26.50	\$1,855.00	\$20.00	\$1,400.00	\$0.00	\$0.00	21.25	\$1,487.50
Seeding Class 2, Special	62	Acre	\$10,000.00	\$2,000.00	\$14,500.00	\$2,900.00	\$10,000.00	\$2,000.00	\$0.00	\$0.00	13650	\$2,730.00
Riprap, Special	425	Sq Yd	\$35.00	\$14,875.00	\$27.25	\$11,581.25	\$29.00	\$12,325.00	\$0.00	\$0.00	30	\$12,750.00
Agg Surface Course, Type B	290	Ton	\$20.00	\$5,800.00	\$20.50	\$5,945.00	\$21.00	\$6,090.00	\$0.00	\$0.00	18	\$5,220.00
Removal of Existing Structures	1	Each	\$8,000.00	\$8,000.00	\$9,300.00	\$9,300.00	\$12,000.00	\$12,000.00	\$0.00	\$0.00	5250	\$5,250.00
Concrete Structures	22.2	Cu Yd	\$650.00	\$14,430.00	\$900.00	\$18,960.00	\$595.00	\$13,208.00	\$0.00	\$0.00	675	\$14,985.00
Concrete Superstructure	80.4	Cu Yd	\$675.00	\$54,270.00	\$789.00	\$61,827.60	\$625.00	\$50,250.00	\$0.00	\$0.00	860	\$69,144.00
Protective Coat	196	Sq Yd	\$2.50	\$490.00	\$0.10	\$19.60	\$2.00	\$392.00	\$0.00	\$0.00	1.25	\$245.00
Re-Bars, Epoxy Coated	20,330	Pound	\$0.95	\$19,313.50	\$0.94	\$19,110.20	\$0.90	\$18,287.00	\$0.00	\$0.00	1.4	\$28,462.00
Steel Rolling, Type S1	134	Foot	\$60.00	\$8,040.00	\$65.00	\$8,810.00	\$75.00	\$10,050.00	\$0.00	\$0.00	77.25	\$10,351.50
Furnishing Concrete Piles	455	Foot	\$48.00	\$21,840.00	\$42.70	\$19,428.50	\$45.00	\$20,475.00	\$0.00	\$0.00	52.5	\$23,887.50
Driving Concrete Piles	455	Foot	\$2.00	\$910.00	\$0.10	\$45.50	\$0.10	\$45.50	\$0.00	\$0.00	0.25	\$113.75
Test Pile Concrete	2	Each	\$5,000.00	\$10,000.00	\$4,900.00	\$9,800.00	\$3,500.00	\$7,000.00	\$0.00	\$0.00	1950	\$3,900.00
Name Plates	1	Each	\$250.00	\$250.00	\$240.00	\$240.00	\$250.00	\$250.00	\$0.00	\$0.00	315	\$315.00
Pipe Drains, PGCS, 18"	214	Foot	\$25.00	\$5,350.00	\$39.00	\$8,346.00	\$23.50	\$5,028.00	\$0.00	\$0.00	30.5	\$6,527.00
Traffic Barrier Terminal, Type 5A	4	Each	\$1,000.00	\$4,000.00	\$715.00	\$2,860.00	\$690.00	\$2,760.00	\$0.00	\$0.00	7.05	\$6,820.00
Traffic Barr. Term, TY 1, Special (Tangent)	4	Each	\$2,500.00	\$10,000.00	\$2,000.00	\$8,000.00	\$1,890.00	\$7,800.00	\$0.00	\$0.00	2000	\$6,000.00
				\$150,468.50	\$201,898.65	\$201,898.65	\$176,497.50		\$0.00		\$201,438.25	
					6.00%		-7.34%					5.76%
												-100.00%

MCLEAN COUNTY WEIGHT LIMIT RESOLUTION

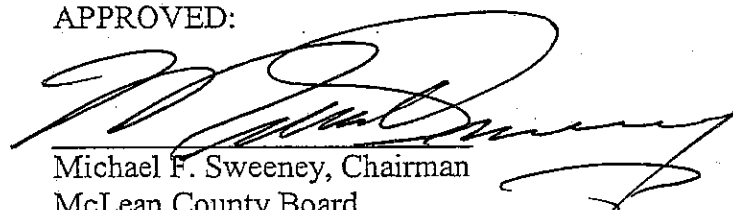
WHEREAS, McLean County, Stanford Grain Company, and Earlybird Grain & Fertilizer Service Incorporated have entered into an agreement to increase the weight limit of the Stanford Road, McLean County Highway 59, from Illinois Route 122 to Main Street in Stanford to 80,000 pounds, and

WHEREAS, the McLean County Board approved said McLean County Weight Limit Agreement with Stanford Grain Company and said McLean County Weight Limit Agreement with Earlybird Grain & Fertilizer Service Incorporated at its regular meeting held on June 21, 2005.

NOW, THEREFORE, The McLean County Board hereby establishes the Stanford Road, McLean County Highway 59, from Illinois Route 122 to Main Street in Stanford, a distance of 2,820 feet, as a Class III highway with an 80,000 pounds maximum weight limit. Said designation to be effective upon the completion of the resurfacing of said highway, Section 04-00122-03-RS, and the erection of the signs designating this portion of road as a Class III Highway, as herein authorized.


Dated this 26th day of July, 2005.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

**Resolution
of
McLean County, Illinois**

**AN ORDINANCE AND RESOLUTION FOR THE ESTABLISHMENT
OF AN ALTERED SPEED ZONE**

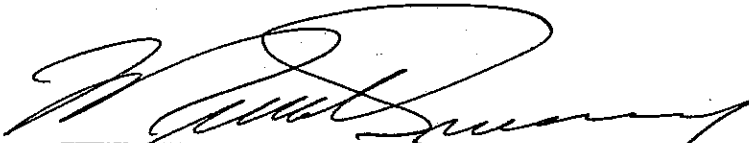
IT IS HEREBY DECLARED, ORDAINED AND RESOLVED by the County Board of McLean County, Illinois, that the statutory maximum vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are greater, or less, respectively, than that considered reasonable and proper on the street or highway, respectively, listed in the Schedule on the reverse side for which McLean County has maintenance responsibility and which is not under the jurisdiction of the Illinois Department of Transportation or the Illinois State Toll Highway Authority; and,

BE IT FURTHER DECLARED, ORDAINED AND RESOLVED that this Board has caused to be made an engineering and traffic investigation upon the respective streets or highways listed in the Schedule; and,

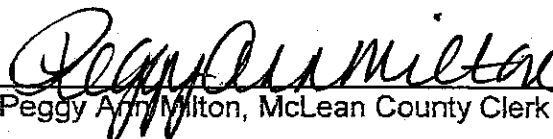
BE IT FURTHER DECLARED, ORDAINED AND RESOLVED that, by virtue of Section 11-604 of the above Code, this Board determines and declares that reasonable and proper absolute maximum speed limits upon those respective streets and highways described in the Schedule shall be as stated therein; and,

BE IT FURTHER DECLARED, ORDAINED AND RESOLVED that this ordinance shall take effect immediately after the erection of signs giving notice of the maximum speed limits. Said signs shall be erected in conformance with the standards and specifications contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

Adopted and passed this 26th day of July, 2005.


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, McLean County Clerk

(SEAL)

SCHEDULE OF ALTERED SPEED ZONE

<u>Name of Street or Highway</u>	Exact Limit of Zone		<u>Maximum Speed Limits</u>
	<u>From:</u>	<u>To:</u>	
CH 37 – Linden St	135' south of Prairie View @ Hudson	3200' south of Prairie View @ Hudson	45 mph
CH 8 – PJ Keller Hwy	CH 63 – Ron Smith Memorial Hwy	1385' north of CH 63	45 mph

McLean County Highway Department

APPLICATION FOR THE ESTABLISHMENT OF AN ALTERED SPEED ZONE

An ALTERED SPEED ZONE as referred to in this application is a length of roadway on which a uniform speed limit at variance with the Statewide statutory limit is posted.

To the COUNTY BOARD

In accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, the Highway Department has completed an engineering and traffic investigation report concerning the street or highway listed below and requests that an altered speed zone be approved. This application is for the:

- Establishment of new zone
- Revision of existing zone
- Extension of existing zone

Street or roadway to be zoned: CH 37 – Linden Street

From: 135 feet south of Prairie View

To: 3200 feet south of Prairie View

County McLean In or near Hudson Length 3065 feet Proposed Speed 45 mph

The Statements contained in this APPLICATION FOR THE ESTABLISHMENT OF AN ALTERED SPEED ZONE and the data submitted obtained from an engineering and traffic investigation are true and correct, and in conformance with the Highway Department's POLICY FOR THE ESTABLISHMENT AND POSTING OF SPEED LIMITS ON COUNTY AND TOWNSHIP HIGHWAYS.

Date: June 27, 2005 Submitted by: John E. Mitchell, McLean County Engineer

- Enclosures: Copy of Ordinance
- Establishment of Speed Zone
- Spot Speed study
- Condition Diagram

PRAIRIE VIEW

SPEED
LIMIT
45

37

100 NORTH

200 NORTH

SPEED
LIMIT
45

McLean County Highway Department

APPLICATION FOR THE ESTABLISHMENT OF AN ALTERED SPEED ZONE

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.....

To the COUNTY BOARD

In accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, the Highway Department has completed an engineering and traffic investigation report concerning the street or highway listed below and requests that an altered speed zone be approved. This application is for the:

Establishment
of new zone

Revision of
existing zone



Extension of
existing zone

Street or roadway to be zoned: CH 8 – PJ Keller Highway

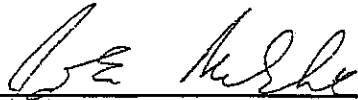
From: CH 63 – Ron Smith Memorial Highway

To: 1385 feet north of CH 63 – Ron Smith Memorial Highway

County McLean In or near Lake Bloomington Length .26 miles Proposed Speed 45 mph

The Statements contained in this APPLICATION FOR THE ESTABLISHMENT OF AN ALTERED SPEED ZONE and the data submitted obtained from an engineering and traffic investigation are true and correct, and in conformance with the Highway Department's POLICY FOR THE ESTABLISHMENT AND POSTING OF SPEED LIMITS ON COUNTY AND TOWNSHIP HIGHWAYS.

Date: June 27, 2005

Submitted by: 
John E. Mitchell,
McLean County Engineer

- Enclosures:
- Copy of Ordinance
 - Establishment of Speed Zone
 - Spot Speed study
 - Condition Diagram

ROUTE CH 8 - PJ Keller Highway

FROM CH 63 - Ron Smith Memorial Highway

TO 1385 feet north of CH 63

A DISTANCE OF _____ FEET 26 MILES

IN Section @ Lake Bloomington, Money Creek TOWNSHIP, McLEAN COUNTY

I. SPOT SPEED STUDIES (ATTACHED)

V. DRIVEWAY CONFLICTS

CHECK NO.	85 th %	10 MPH PACE UPPER LIMIT
EB	53	54
WB	55	34

RESIDENTIAL DRIVES	<u>1</u> X 1.0 =	<u>1</u>
SMALL BUSINESS DRIVES	<u>1</u> X 5.0 =	<u>5</u>
LARGE BUSINESS DRIVES	<u>2</u> X 10.0 =	<u>20</u>
DRIVEWAY CONFLICTS NUMBER TOTAL		<u>26</u>
<u>26 (DCN)</u>	=	<u>104</u>
0.25 MILES		CONFLICT NO. / MILE

II. DESIGN POLICIES

VI. MISC. FACTORS

NOTE: Per Town of Normal Study

PEDESTRIAN VOLUME	<u>30 in three (3) hours</u>
ACCIDENT RATE RATIO :	
COUNTY	AVG. = _____
ROUTE	
PARKING PERMITTED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

III. PREVAILING SPEED

VII. PREVAILING SPEED ADJUSTMENT

85 th PERCENTILE AVG.	<u>54</u> MPH
UPPER LIMIT AVG.	<u>44</u> MPH
PREVAILING SPEED:	<u>49</u> MPH

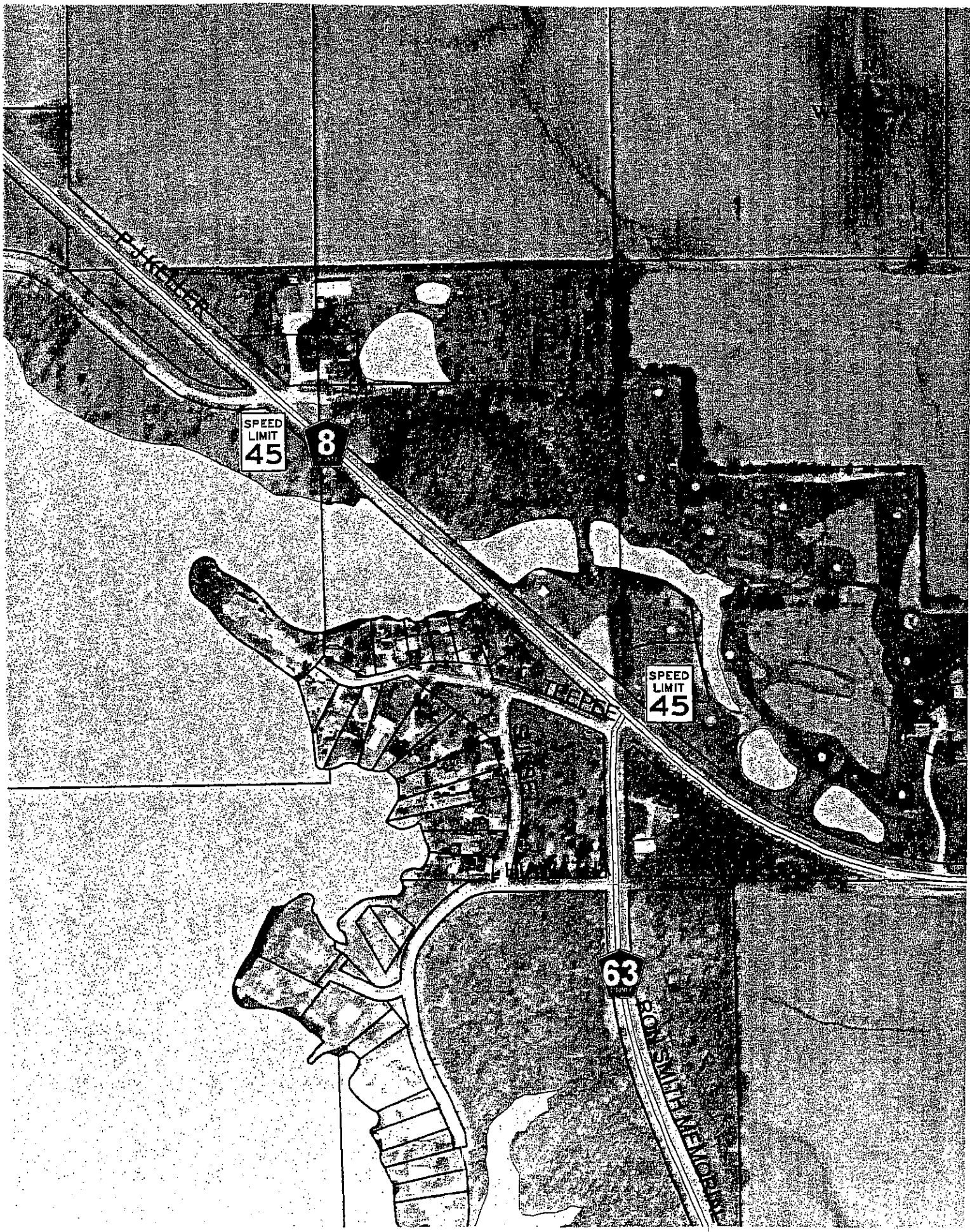
DRIVEWAY ADJUSTMENT	<u>5</u> %
PEDESTRIAN ADJUSTMENT	_____ %
ACCIDENT ADJUSTMENT	_____ %
PARKING ADJUSTMENT	<u>5</u> %
TOTAL (MAX 20%)	<u>10</u> %
<u>49</u> MPH	X <u>10</u> % = <u>5</u>
PREVAILING SPEED	ADJUSTMENT (MAX 10 MPH)
ADJUSTED PREVAILING SPEED	<u>44</u> MPH


IV. EXISTING SPEED LIMITS

VIII. REVISED SPEED LIMIT

ZONE BEING STUDIED	<u>55</u> MPH
VIOLATION RATE	<u>9</u> %
ADJACENT ZONES N-OR W	<u>45</u> MPH
LENGTH	<u>2</u> MILES
S-OR E	<u>55</u> MPH
LENGTH	<u>6</u> MILES

RECOMMENDED SPEED LIMIT	<u>45</u> MPH
ANTICIPATED VIOLATION RATE	<u>9</u> %
RECOMMENDED BY	<u>JOHN E. MITCHELL</u>
ORGANIZATION	<u>McLEAN CO HIGHWAY DEPT</u>
DATE	<u>June 27, 2005</u>



Local Agency McLean County	 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Section 03-00182-00-RS			
		Fund Type STU			
		State Contract X	Day Labor	Local Contract	RR Force Account

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

Location

Local Name White Oak Road (C.H. 70) Route FAU 6385 Length 4.3938 Miles

Termini U.S. Route 150 on the North end and Locust Street on the South end

Current Jurisdiction McLean County

Project Description

Existing Str. No. 057-0074

Resurfacing with the construction of class D patches, leveling binder, area reflective crack control treatment, bituminous concrete binder and surface courses, aggregate shoulders, and other miscellaneous related items.

Type of Work	FHWA		Division of Cost State		LA		Total
		%		%		%	
Participating Construction	1,520,000	(80)		()	380,000	(20)	1,900,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ 1,520,000		\$		\$ 380,000.00		\$ 1,900,000

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

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (95% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share \$380,000 divided by estimated total cost multiplied by actual progress payment.
 (See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-087-04	M-5227(045)				

Agreement Provisions

THE LOCAL AGENCY AGREES:

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

Local Agency McLean County	Section 03-00182-00-RS
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- (14) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (16) (STATE Contracts) That execution of this agreement constitutes the LOCAL AGENCY's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (17) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (18) To regulate parking and traffic in accordance with the approved project report.
- (19) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (20) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

THE STATE AGREES:

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

Local Agency McLean County	Section 03-00182-00-RS
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IT IS MUTUALLY AGREED:

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

ADDENDA

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

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

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

APPROVED

Name Michael F. Sweeney

Title Chairman, County Board
County Board Chairperson/Mayor/Village President/etc.

Signature _____

Date _____

APPROVED

State of Illinois
Department of Transportation

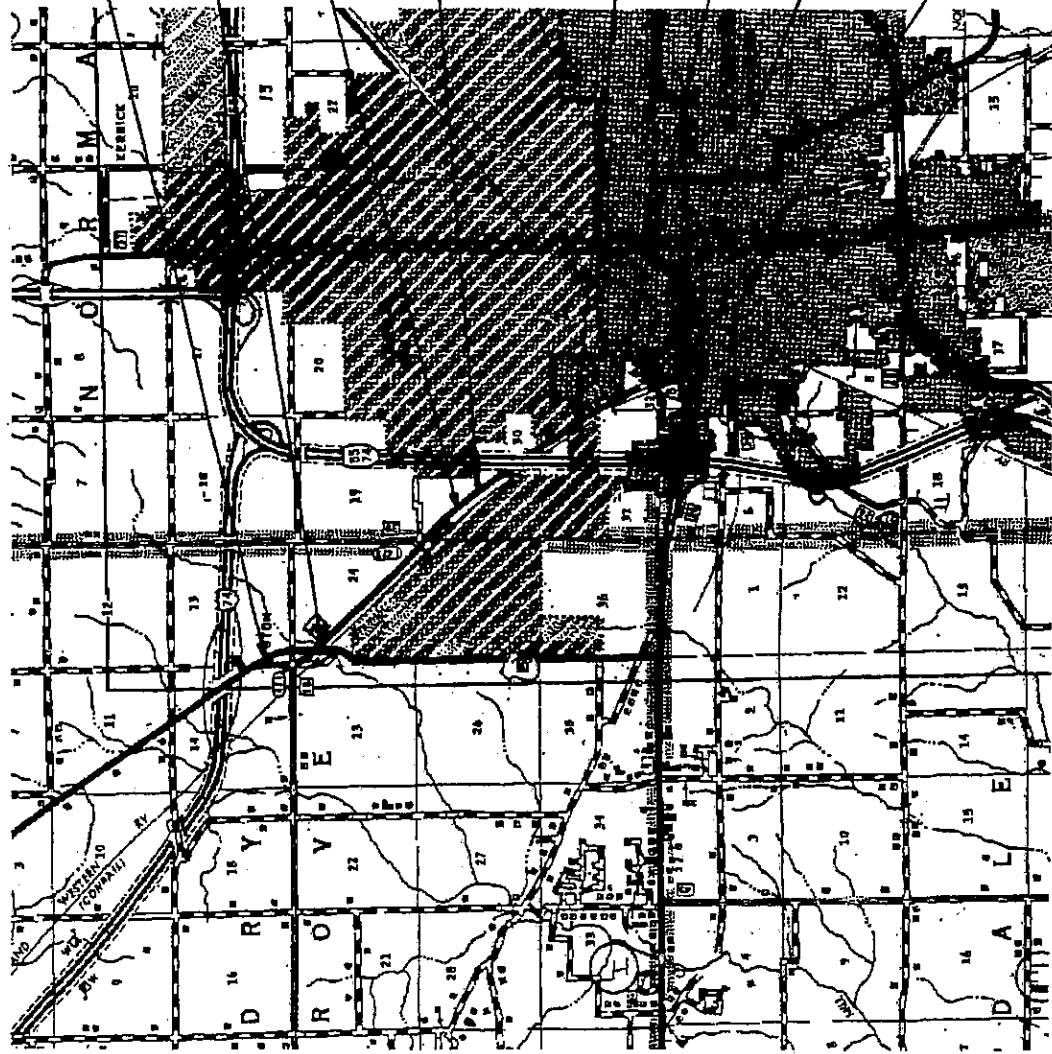
By _____
Director of Highways

Date _____

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

Local Agency McLean County
Section 03-00182-00-RS

LOCATION MAP
SECTION 03-00182-00-RS



BEGINNING STA: 603+44

STATION EQUATION
STA: 630+88.88 = 632+34.46
-145.58'

STATION EQUATION
STA: 718+90.5 = 719+06.7
-16.2'

COLLEGE AVE. OMISSION 298'
STA: 728+07 TO STA: 731+05

RAILROAD TRACK OMISSION 6'
STA: 769+27 TO STA: 769+33

MARTIN LUTHER KING DRIVE OMISSION 223'
STA: 792+04 TO STA: 794+27

BRIDGE OMISSION 135'
STA: 818+50 TO STA: 819+85

ENDING STA: 835+43



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

County Highway(s) 70, beginning at a point near the SW Corner of the SE 1/4 of the SW 1/4 of Section 32, T24N, R2E, of the 3rd P.M. (C.H. 70 at Locust Street) and extending along said route(s) in a(n) Northwesterly direction to a point near the NW Corner of the SW 1/4 of the SW 1/4 of Section 13, T24N, R1E, of the 3rd P.M. (U.S. Route 150), a distance of approximately 4.3938 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be resurfacing with the construction of bituminous concrete leveling binder, area reflective crack control treatment, bituminous concrete binder and surface courses, aggregate shoulders, class D patches, and other miscellaneous related items

and shall be designated as Section 03-00182-00-RS and,

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

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Three Hundred Eighty Thousand dollars, (\$380,000.00)

from the County's allotment of Motor Fuel Tax Funds for the construction of this improvement and,

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

[Signature]
Michael F. Sweeney, McLean County Board Chairman

Authorized MFT Expenditure
Date
Department of Transportation
Regional Engineer

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

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

on July 26, 2005 Date

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

in said County, this 26 day of July A.D. 2005
(SEAL) *[Signature]* County Clerk

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Roland Schumaker II in case SU-05-11, parcel (25) 08-03-301-008. He is requesting a special use to allow a single family residence in the Agriculture District for a farm operator on the following property which is part of Section 3, Township 25N, Range 3E of the 3rd P.M., McLean County, IL, and is located in Money Creek Township immediately south of Clarksville Road and approximately ¼ mile west of 2140 East Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on July 12, 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 15.7 acre property is in crop production, grass and trees. The property is gently sloping and drains to the south and southeast. The property has 1,007 feet of frontage on the south side of Clarksville Road, an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USE - The land is in the A-Agriculture District and is surrounded by land in the A-Agriculture District. The land to the north and east is wooded. The land to the south is in pasture. The land to the west is in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 94 out of 125 points. The site assessment score was 111 out of 175 points. The total LESA score was 205 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

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

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant farms approximately 100 acres and owns 64 head of cattle. The applicant has submitted tax returns and financial statements indicating a significant level of farm income he has obtained in the last several years. The applicant has also submitted township plat maps showing significant areas that he has been farming. The proposed dwelling will help the applicant farm in the 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. The proposed dwelling is for a professional farmer. The construction of the proposed dwelling for a professional farmer is compatible with uses in the vicinity.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The applicant claims he is a professional farmer.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has adequate frontage on the south side of Clarksville Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the existing entrance. The applicant has obtained an entrance permit from the Money Creek Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The intent of the Agriculture District is to "Provide for the location and govern the establishment and uses of residential uses that are accessory to and necessary for the conduct of agriculture."
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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

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

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

Respectfully submitted this 12th day of July 2005, McLean County Zoning Board of Appeals

(Sally Rudolph)
Chair

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

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 AGR Petroleum, LLC, in case ZA-05-03, parcel 25-35-11-200-001. They are requesting a map amendment to change the zoning classification from A-Agriculture District to M-2 General Manufacturing District on property which is part of Sec. 11, Twp. 21N, Range 2E of the 3rd P.M.; and is located in Randolph Township immediately south of 100 North Road and approximately ½ mile east of 1600 East Road, Heyworth, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on July 12, 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 six acre property is relatively flat and drains to the southwest. The property is currently in crop production. The property has 675 feet of frontage on the south side of 100 North Road, an asphalt road 23 feet in width.

SURROUNDING ZONING AND LAND USE - The land to the north is in the M-2 General Manufacturing District. The land to the east, south and west is in the A-Agriculture District. The land to the north is used as a gas distribution facility. The land to the east south and west is in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 122 out of 125 points. The site assessment score was 101 out of 175 points. The total LESA score was 223 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 met. The applicant owns AGR Petroleum and proposes to operate that business as a bio-diesel fuel distributor facility from this property if the zoning change is approved. This site is located directly south of an existing gas distribution facility that is zoned M-2 General Manufacturing District. There is an underground petroleum pipeline that delivers fuel to the existing gas distribution facility across the road from the subject site.
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 relatively flat and adjacent to a gas distribution facility. The topography and dimensions of the property is suited for uses permitted in both the Agriculture and M-2 General Manufacturing 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 675 feet of frontage on the south side of 100 North Road. It appears that safe sight distance for an entrance can be provided at the proposed entrance. The applicant will need to obtain an entrance permit from the Randolph Township Road Commissioner for the proposed use.
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 100 North Road and is approximately one mile south of US highway 136. The roads from the subject site to U.S. Highway 136 have been upgraded to an asphalt road 23 feet in width.
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 M-2 General Manufacturing 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 M-2 General Manufacturing District.** This standard is met. The Randolph Township Fire District will provide fire protection for the subject property. Public sewer and water is not available at this time, however the applicant has indicated that the property will be served by a well and septic. The applicant will need a sewage disposal system that is approved by the County Health Department prior to issuing any building permits for this property.
7. **The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.** This standard is met.

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

Therefore, the Zoning Board of Appeals hereby recommends approval of the request to change the zoning district classification of the property described above from A-Agriculture District to a classification of M-2 General Manufacturing District.

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

Respectfully submitted this 12th day of July 2005, McLean County Zoning Board of Appeals

(Sally Rudolph)
Chair

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

ORDINANCE OF APPROVAL
OF FINAL PLAT
Bliss Subdivision, File S-05-10

WHEREAS, James I. Bliss, Trustee of Roger Bliss Trust has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for the Bliss Subdivision, file number S-05-10, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, James I. Bliss, Trustee of Roger Bliss Trust has subdivided two lots containing two farm dwellings from their farm property; and

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

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

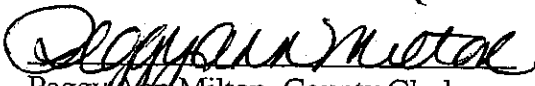
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

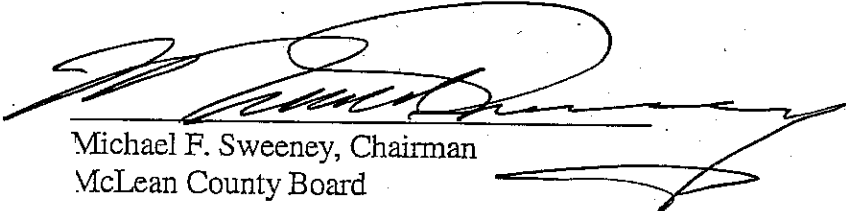
BE IT ORDAINED that the said waiver and final plat for the aforesaid Bliss Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 26th day of July, 2005

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-05-10

1. REFERENCE

- a. Meeting date: July 7, 2005
- b. Subdivider's name: James I. Bliss, Trustee of Roger Bliss Trust
- c. Subdivision name: Bliss Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 17594 North 2500E Road and 17556 North 2500E Road,
Towanda
- b. Township: Blue Mound Township
- c. Parcel Numbers: 16-18-200-002 & 003
- d. Existing zoning: Agriculture District
- e. Applicant request: Waiver of preliminary plan and approval of a final plat for the
Bliss Subdivision to allow two lots for two existing farm
dwellings
- f. Existing land use: Two farm dwellings

3. DIMENSIONS & REVIEW:

- a. Size of lots: Lot 1 will be 1.56 acres in area and Lot 2 will be 3.87 acres in area
- b. County Health Department: Recommends approval of the proposed subdivision plat
- c. County Highway Department: Recommends approval of the waiver of preliminary plan
requirement and approval of the final plat

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

Respectfully submitted, \



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT
Resubdivision of Lot 1 Dakota Grove Subdivision, File S-05-12

WHEREAS, Merle and Sue Deiss have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the Resubdivision of Lot 1 Dakota Grove Subdivision, file number S-05-12, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Merle and Sue Deiss have resubdivided a lot to allow two commercial lots; and

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

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

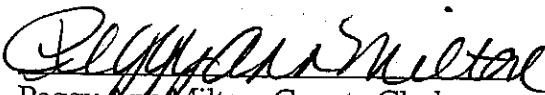
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now therefore,

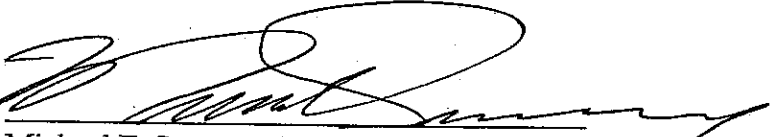
BE IT ORDAINED that the said waiver and final plat for the aforesaid Resubdivision of Lot 1 Dakota Grove Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 26th day of July, 2005

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-05-12

1. REFERENCE

- a. Meeting date: July 7, 2005
- b. Subdividers' names: Merle and Sue Deiss
- c. Subdivision name: Resubdivision of Lot 1 Dakota

2. LOCATION AND, LAND USE AND REQUEST:

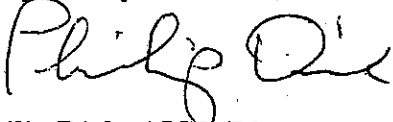
- a. Property location: 2008 Ridge Creek Drive, Bloomington
- b. Township: Bloomington Township
- c. Parcel Numbers: 21-18-100-028
- d. Existing zoning: Commercial District
- e. Applicant request: Waiver of preliminary plan and approval of a two lot final plat for the Resubdivision of Lot 1 Dakota Grove Subdivision to allow two commercial lots
- f. Existing land use: Contractor's office and shop

3. DIMENSIONS & REVIEW:

- a. Size of lots: Each lot will be one acre in area
- b. County Health Department: Recommends approval of the proposed subdivision plat
- c. County Highway Department: Recommends approval of the waiver of preliminary plan requirement and approval of the final plat – since this property is within 1½ miles of the City of Bloomington, this subdivision will also need to be approved by the City.

Staff recommends that the waiver of preliminary plan requirements and the Resubdivision of Lot 1 Dakota Grove Subdivision final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

McLean County States Attorney

as Tenant,

for

Office Space Located on the 4th Floor of
200 West Front Street, Bloomington, Illinois
For the Child Support Enforcement Division

Table of Contents

	<u>Page</u>
1. <u>Term</u>	1
2. <u>Rent</u>	1
a. Rent	1
b. Definition of Rent	1
c. Mailing Address for Rent Payments	1
d. Rent payment due date	1
3. <u>Tenant's Use and Operation</u>	1
4. <u>Utilities</u>	1
5. <u>Building Common Areas</u>	2
6. <u>Maintenance and Repair</u>	2
7. <u>Parking</u>	2
8. <u>Alterations</u>	2
9. <u>Insurance and Indemnity</u>	3
a. <u>Covenants to Hold Harmless</u>	3
b. <u>Fire and Casualty Insurance</u>	3
c. <u>Added Risk</u>	3
d. <u>Obligation to Carry Public Liability Insurance</u>	3
e. <u>Waiver of Subrogation Rights Under Insurance Policies</u>	4
10. <u>Conduct</u>	4
11. <u>Signs</u>	4
12. <u>Estoppel</u>	4
13. <u>Access to the Premises</u>	5

14.	<u>Hazardous Material</u>	5
	a. <u>Prohibition</u>	5
	b. <u>Disclosure, Remediation, Liability, and Indemnification</u>	5
	c. <u>Survival</u>	6
15.	<u>Condemnation</u>	6
16.	<u>Destruction</u>	6
17.	<u>Insolvency</u>	7
18.	<u>Assignment and Subletting</u>	7
19.	<u>Default</u>	7
20.	<u>Termination; Surrender of Possession</u>	8
21.	<u>Waiver</u>	8
22.	<u>Notices</u>	8
23.	<u>Agency</u>	9
24.	<u>Partial Invalidity</u>	9
25.	<u>Holding Over</u>	9
26.	<u>Successors</u>	9
27.	<u>Right to Terminate</u>	10
28.	<u>Non-Affiliation Clause</u>	10
	Approval Signatures	10

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Child Support Enforcement Division of the McLean County States Attorney's office, (hereinafter "CSED"), as Tenant, desire to continue a lease agreement for office space located on the northwest corner of the fourth floor of the 200 W. Front Street building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that this agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. Term. The term of this lease agreement shall commence on July 1, 2005, and terminate on June 30, 2006.

2. Rent.
 - a. Rent shall be \$19,288.04 for 2,476 s.f. of office space, payable in twelve equal monthly installments of \$1,607.34.
 - b. Rent, for purposes of this agreement, shall be defined as including all rent, utilities (except telephone services), and general maintenance.
 - c. All rent payments shall be mailed to the below address:

McLean County Treasurer
115 E. Washington Street, Mezzanine Level
P.O. Box 2400
Bloomington, Illinois 61702-2400
 - d. The monthly rent payment during each month of the term thereof shall be payable commencing on the first day of each month.

3. Tenant's Use and Operation. CSED shall use the aforementioned leased premises only for the purposes of its general business office. CSED shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CSED shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.

4. Utilities. COUNTY shall provide all electricity, gas, water, and trash services used or consumed by CSED in the leased premises. CSED shall be responsible for the payment of its own telephone or data services.

5. Building Common Areas. CSED shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CSED employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.

6. Maintenance and Repair. COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CSED or its Board, employees or clients. CSED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CSED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. COUNTY shall provide custodial cleaning services each weekday evening. CSED shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CSED. CSED shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CSED. Such bills shall be payable within 30 days of receipt of repair invoice by CSED.

7. Parking. COUNTY shall provide no parking stalls for CSED, and further, CSED agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.

8. Alterations. No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CSED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CSED at the expiration of this agreement. The parties hereto may also

agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CSED or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CSED shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

9. Insurance and Indemnity.

a. Covenants to Hold Harmless. CSED agrees to save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CSED shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CSED against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. CSED shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CSED in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CSED business. CSED's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CSED is given written request for same. COUNTY shall invoice CSED without notice or negotiation for any rate increase.

d. Obligation to Carry Public Liability Insurance. CSED shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CSED in the leased premises, and in which the limits of liability

shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CSED shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such insurance is in force at all times during the term of this agreement. CSED shall furnish COUNTY additional certificates of CSED's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. Waiver of Subrogation Rights Under Insurance Policies.

Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** CSED shall not cause or permit any conduct of employees or clients of CSED to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CSED without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be

conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CSED.

14. **Hazardous Material.**

a. **Prohibition.** CSED expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. **Disclosure, Remediation, Liability, and Indemnification.** CSED expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CSED, its agents, employees, invitees, clients, or licensees, or by the negligence of CSED, its agents, employees, invitees, clients, or licensees,

- (i) CSED shall immediately notify COUNTY of the event;
- (ii) CSED shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) CSED shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) CSED shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and

(v) CSED shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. Survival. CSED expressly covenants and agrees that the duties, obligations, and liabilities of CSED under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon CSED and its successors and assigns.

15. Condemnation. In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CSED to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CSED shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CSED, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CSED to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CSED shall have any right in or to any award made to the other by the condemning authority.

16. Destruction. Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CSED in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CSED shall have the right to terminate this agreement, or any extensions thereof.

17. Insolvency. Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CSED shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CSED shall be appointed by reason of CSED's insolvency or inability to pay its debts, or if any assignment shall be made of CSED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CSED hereunder, by giving CSED notice in writing of the election of COUNTY to so terminate.

18. Assignment and Subletting. CSED shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.

19. Default. If CSED shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CSED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CSED shall abandon or vacate the premises during the term of this lease, or if CSED shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CSED have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CSED during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CSED to COUNTY.

 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate CSED's right of possession and repossess the leased premises without demand or notice of any kind to CSED, in which case COUNTY may relet all or any part of the leased premises. CSED shall

Page eight

be responsible for all costs of reletting. CSED shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.

- c. Have specific performance of CSED's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. Termination; Surrender of Possession.

a. Upon the expiration or termination of this lease, or any extension thereof, CSED shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
- (ii) Surrender possession of the leased premises to COUNTY; and
- (iii) Upon the request of COUNTY, at CSED's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CSED's business and repair any damages caused by such removal.

b. If CSED shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CSED left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CSED or to any other person. The failure of CSED to remove any property from the leased premises shall forever bar CSED from bringing any action or asserting any liability against COUNTY with respect to such property.

21. Waiver. One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CSED requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CSED.

22. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management
McLean County
104 W. Front Street, Suite 104
Bloomington, Illinois 61702-2400

If to CSED:

Administrative Attorney
Child Support Enforcement Division
200 W. Front Street, 4th Floor
Bloomington, Illinois 61701

23. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. Partial Invalidity. If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. Holding Over. Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors,

administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CSED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

27. Right to Terminate.

a. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this agreement pertaining to all notices.

b. In the event the Illinois Department of Public Aid or its assigns or successors terminates the agreement of cooperation under which CSED is empowered to perform its duties, CSED and or the County shall have the option to terminate this lease with thirty (30) days written notice to the other.

28. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 26th day of July, 2005.

APPROVED:

McLean County States Attorney

COUNTY OF McLEAN

By: _____
William A. Yoder, McLean
County States Attorney

By: _____
Michael F. Sweeney, Chairman
of the McLean County Board

ATTEST:

By: _____

By: _____
Peggy Ann Milton, Clerk of
the McLean County Board

Lease Amendment Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and Collaborative Solutions Institute, (hereinafter referred to as "CSI") as Tenant, entered into a lease agreement on October 15, 2002, for office space consisting of 1,694 s.f. located on the southeast corner of the fourth floor, Suite 400-A, of the 200 West Front Street building, Bloomington, Illinois; and,

WHEREAS, CSI now desires to also occupy vacant space located adjacent to and north of the current tenant suite as additional office space, consisting of 514 s.f.; and,

WHEREAS, CSI agrees to pay for the minor remodeling costs associated with converting this vacant office space for CSI use by being directly billed by COUNTY for all materials and supply costs associated with this conversion effort, estimated to not exceed \$1,000.00; and,

WHEREAS, CSI will now occupy 2,208 s.f. for their tenant suite and agrees to pay \$1,254.69 as the new monthly rent payment beginning in August, 2005, on a monthly basis through the expiration of the current lease; and,

WHEREAS, in all respects, except as herein modified, the terms and provisions of the lease shall remain in full force and effect and binding upon the respective parties; and,

WHEREAS, on Thursday, July 7, 2005, the Property Committee of the McLean County Board approved the request of CSI to occupy this additional s.f. for their office space, which also was approved on Tuesday, July 26, 2005, by the McLean County Board, and has also been approved by the Board of Directors of CSI,

IN WITNESS WHEREOF the parties have set their hands by their authorized representatives this 26th day of July, 2005.

Approved:

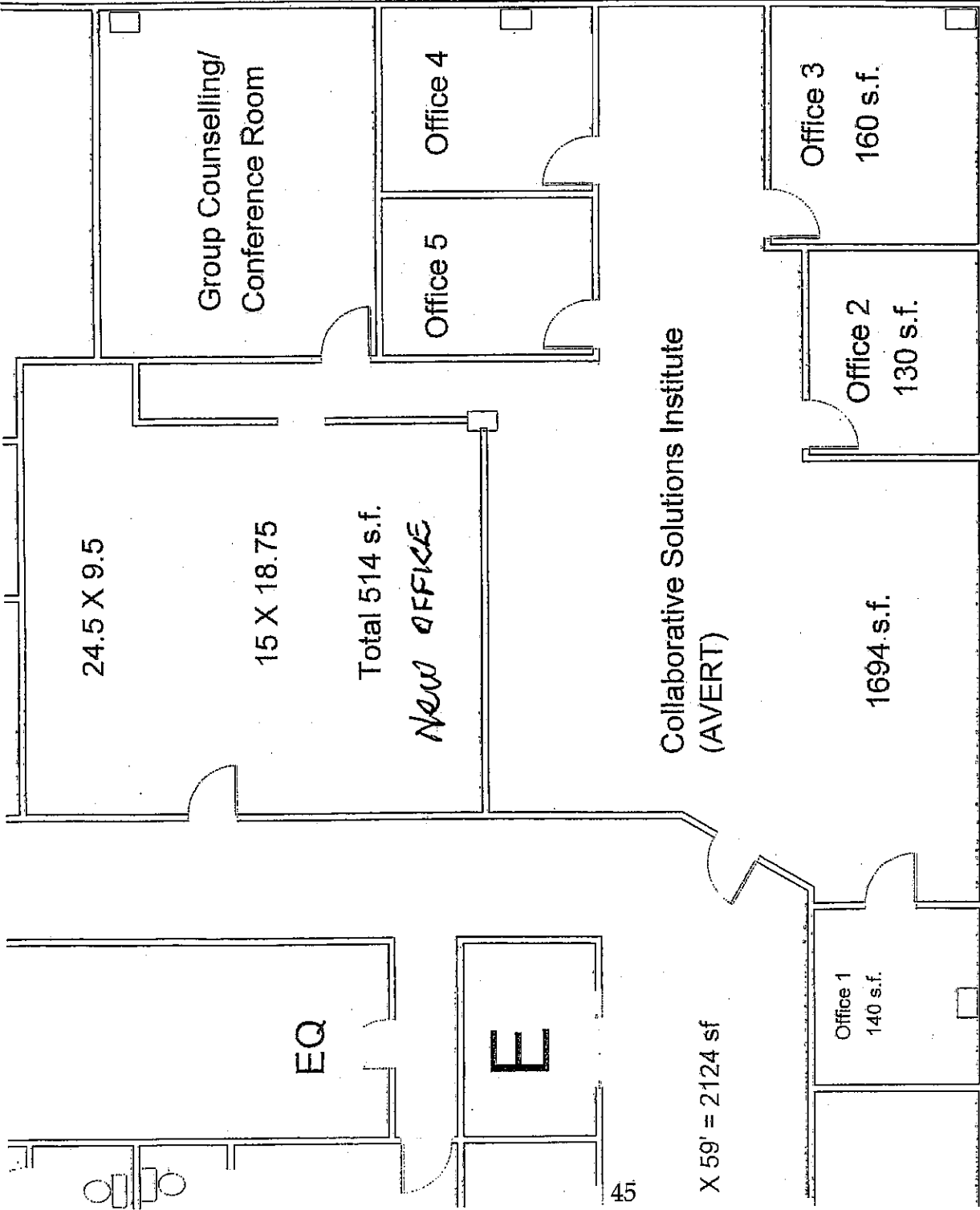
Collaborative Solution Institute

Attested

Approved:

Michael F. Sweeney, Chairman of the
McLean County Board

Peggy Ann Milton, Clerk of the McLean
County Board



(MCHD4.PL1:Plan) Revised: 6/7/05



Facilities Management

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

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX jack.moody@mcleancountyil.gov

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

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

Date: June 13, 2005

Subj: Collaborative Solutions Institute Request for more Office Space

Ms. Carol Reitan, Executive Director, Collaborative Solutions Institute, (hereinafter "CSI") a tenant on the fourth floor of 200 W. Front Street, Bloomington, Illinois (the McLean County Health Department building), is requesting additional office space located to the north of her current suite. This office space has been vacant since the City of Bloomington Board of Elections Commissions relocated to Government Center in August, 2004.

CSI currently occupies 1,694 s.f. of office space located on the fourth floor, southeast side of the Health Department. The vacant office located adjacent to, and north of their current office space measures 514 s.f. They desire that we do minor remodeling so they can amend their lease and occupy.

Mr. John Zeunik and I have met with CSI in this vacant space and have determined that it is easy to prepare for their use. We merely have to put up a blocking wall, cut in a doorway opening, shampoo the carpeting, paint a few walls, and add an electrical outlet. Attached, please find a CADD drawing of their present office space and this vacant office space. CSI agrees to pay for these minor-remodeling costs estimated at \$1,000.00.

The added office space of 514 s.f. will increase the total s.f. to 2,208 for CSI. The new monthly rent would go from \$962.56 per month (their current monthly rent) to \$1,254.69 per month beginning as soon as they occupy after minor remodeling is completed.

We have had no other requests for this office space. The Health Department occupies the entire first three floors of the building, or 36,000 s.f. They do not need more office space.

Collaborative Solution Institute Request for More Office Space

June 13, 2005

Page two

Mr. Eric T. Ruud, First Assistant States Attorney, has reviewed the attached Lease Amendment Agreement written to incorporate the added s.f. into the current lease. He agrees a new lease is not required at this time, merely a lease amendment.

The current three-year CSI lease expires on December 31, 2005. We plan to prepare a new lease for CSI at the end of this year.

We therefore, request and recommend approval of the CSI request for the additional office space and the attached Lease Amendment Agreement.

We would be pleased to answer any questions you may have at this time.

Thank you for your kind consideration of this matter.

JEM: enclosures

Cc: Mr. Eric T. Ruud

CSIOfficespace.doc

**AMENDMENT TO THE ORDINANCE TO
LICENSE AND REGULATE RAFFLES**

WHEREAS, the McLean County Board adopted an Ordinance to License and Regulate Raffles on July 21, 1981, which has been subsequently amended; and

WHEREAS, the Rules Sub-Committee of the Executive Committee of the McLean County Board has recommended that the Finance Committee become the Raffle Licensing Commission; and

WHEREAS, the McLean County Board has amended the Rules of the County Board of McLean County, Illinois to vest the Finance Committee with the responsibility of performing the functions of the Raffle Licensing Commission; and

WHEREAS, to conform with the amendment to the Rules of the County Board of McLean County, Illinois, it is deemed necessary to amend this Ordinance to License and Regulate Raffles; now therefore,

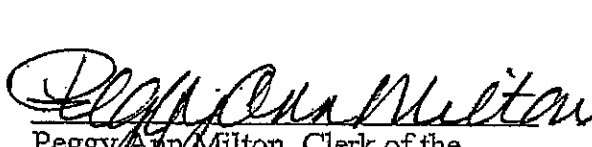
BE IT ORDAINED that the Ordinance to License and Regulate Raffles be amended as follows:

That in Section 24.63-2, the words "Land Use and Development" be deleted and replaced with "Finance".

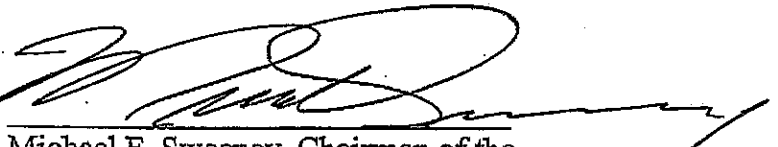
Adopted by the County Board of McLean County, Illinois this 21st day of July, 2005.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman of the
McLean County Board

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

EXECUTIVE COMMITTEE:

Member Sorensen, Vice-Chairman, presented the following:



DIETRICH LOCKARD GROUP™
Integrated. Technology. Consulting.

**Scope of Work
Phase I**

Phase I – Feasibility Study

Dietrich Lockard Group shall develop telecommunications design alternatives for the County. The Feasibility Study will include a comprehensive review of the following voice/telecommunications alternatives:

- Retain current CentraNet services system, upgrade as possible
- Use of a VoIP (Voice over Internet Protocol) Hybrid PBX
- Use of a VoIP telecommunications system

These requirements will be specific. Alternative solutions to the County's current system will be provided. In choosing a new technology, options will be examined for any significant advantages they provide, and whether or not they can be acquired at a reasonable life cycle cost of ownership. Any alternatives to the present system must represent a proven technology with a significant user community in place. The technology must also have a published upgrade and migration strategy that protects the County's investment. All alternatives that DLG provides the County will be carefully considered and presented.

The Feasibility Study Phase will consist of two (2) basic elements:

A. Design Requirements Discovery

As part of the process, DLG will perform a Discovery Process that includes the following:

- Conduct approximately 5-to-6 on-site interviews of selected personnel. These individuals will be designated and the schedule coordinated by the County. These County "Focus Groups" will provide feedback on present system features and functionality, and areas of desired improvement. DLG will also interview selected senior Administrative personnel for their vision, priorities, and expectations for growth. These interviews will serve to further DLG's understanding of the County's strategic direction and ensure that the technical vision is consistent and supportable. These meetings provide a two-way exchange of information, answering County personnel's questions about the current and developing technologies. As appropriate, we will be exploring features, functionality and applications that may benefit the County through increased efficiency or effectiveness.
- Provide customized user surveys, with County's assistance. Once the survey format is approved, the County will distribute it to appropriate personnel. Upon conclusion of the survey process, the County will forward the data to DLG for review.



- Evaluate call handling procedures and call volume to determine present call flows and opportunities for improvement.
- Obtain and analyze service records and traffic studies to determine trunking and system common equipment capacities.
- Determine hardware and software feature requirements
- Verify numbers and locations of voice ports.
- Review existing and planned LAN/WAN configuration to identify any issues for telecommunications systems convergence on the LAN/WAN.
- Review County's cabling documentation and planned upgrades to identify any issues with running VoIP in the existing cabling environment.
- Analyze public network alternatives for physical diverse routing.
- Incorporate the County's established standards into the project specifications.
- Provide Discovery Process Status Report on tasks completed and progress to date.

B. Feasibility Study Report

DLG shall develop the County's requirements with respect to:

- Voice Systems and Stations
- Automated Attendant, Voice Messaging and Unified Messaging Systems
- Call Accounting System
- Customer System Administration
- Interface with Wireless-based models
- Private E-911 system hardware, software and network
- Speech Recognition
- Call Center applications
- Section 508 (disability access)
- Attendant Services
- System Redundancy
- Instrument Powering
- Network Redundancy



DLG will draft and deliver a summary in a PowerPoint format that includes recommendations for the preferred telecommunications design. Utilizing the information gleaned from the interview and survey process, DLG will develop initial planning assumptions and goals for this design. All alternatives will be examined with advantages, disadvantages and Rough Order of Magnitude (ROM) budgetary costs for the feasible alternatives as well as a ten-year Net Present Value (NPV) estimate. Any required data, cabling, network and staffing costs, will also be included in this budgetary discussion.

Phase I - Summary

Mode of Performance: On-Site Interviews; site walkthrough; attendant study; review of the County's user survey; analyze service records and traffic studies; review of cabling and network documentation; and coordination with telephone company.

Deliverables: Discovery Process Status Report, Feasibility Study Report and Recommendations

Completion Indicator: Approval of Feasibility Report by The County

Estimated Duration (Weeks): 10 – 12 weeks

Fixed Fee: \$ 22,140

Travel & Living Expenses: \$ 1,200



CONSULTING FEES AND EXPENSES
For
Phase I

DLG's total fee for Phase I is \$ 23,340.00. Travel and living expenses are included for the scope of work stated herein. The fee is payable as follows:

Milestone	Fee	Due upon Delivery and Acceptance by the County
Contract Signing	\$ 6,473	Signed Contract
Phase I – A	\$ 8,434	Discovery Process Status Report
Phase I – B	\$ 8,433	Feasibility Report & Recommendations
TOTAL	\$ 23,340	

An invoice will be provided to the County upon acceptance of each of the Deliverable milestones. Dietrich Lockard Group will begin work immediately upon notification from the County.

If significant changes in the program occur, appropriate changes will be made in DLG's fee for the balance of the program. Any significant changes in the program will be billed at \$180 per consultant hour, after consultation with, and written approval from The County. Additionally, Travel and living expenses for three (3) business days are included for the scope of work stated herein. If additional days are required, and approved by The County, actual travel and living expenses will be billed as applicable.

This agreement may be cancelled by either party upon written notice, in which case all fees incurred to date of cancellation are due and payable.

Accepted for:

THE COUNTY

Signature

Title

Date

Accepted for:

DIETRICH LOCKARD GROUP, INC.

Signature

Title

Date



McLean County

INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400 Bloomington, Illinois 61702-2400

**Request for Approval
of Consulting Services with Dietrich Lockard Group
for Telephony Feasibility Study**

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

Please find attached a fixed price contract for consulting services provided by the Dietrich Lockard Group (DLG). The work to be performed is a feasibility study consisting of a review of McLean County Government's current telephone system, a review of available alternatives and a review of the reasonable life cycle costs of ownership associated with each alternative.

The fixed price presented for the study is \$23,340, with \$6473 being billable upon execution of the agreement.

Information Services indicated in May, at the time the current phone services contract was renewed, that it would pursue an investigation of telephony alternatives. This is one of the preliminary steps in that investigation.

McLean County Information Services utilized the services and expertise of DLG in developing cabling requirements for the Government Center renovation. DLG proved to be an extremely knowledgeable and helpful ally in that process.

The monies for this contract are currently budgeted in the FY 2005 budget.

Information Services respectfully requests the approval of the attached services agreement.

I'll be happy to answer any questions you may have.

Respectfully submitted,

Craig Nelson
Director, Information Services.



June 14, 2005

Mr. Craig Nelson
Director
McLean County Information Services
115 E. Washington
Bloomington, Illinois 61702

Dear Mr. Nelson:

It is with great pleasure that we submit our proposal for consulting services for the Telecommunications Feasibility Study to the McLean County Government (the County). The following documents describe our "step by step" process to a thorough analysis and recommendation of alternatives to your existing services. In addition, our proposal includes details on the subsequent phases of your overall telecommunications project; qualifying bidders, creating a thorough and comprehensive bidding document; analyzing vendor proposals; and providing project implementation services through final acceptance of your system.

As you consider our services, it is important to note that Dietrich Lockard Group (DLG) has no partnerships or affiliations with any vendors. We are proud of that fact. We have built our reputation by providing an *independent* analysis of our client's needs and requirements. As a condition of our membership in the Society of Telecommunications Consultants (STC), each DLG consultant signs a Code of Ethics document on an annual basis. We stay current in the newest technologies being deployed. Through the manufacturers' Consultant Liaison Programs we have ready access to key engineering and product management personnel in order to obtain "non-disclosure" information on the latest developments in technology.

Our proposal has been prepared with statistical information derived from our initial meetings with the County in 2003, and information which has been "brought up to date," over the past month. Collectively, this information forms the baseline of our pricing and process development. DLG understands that:

1. The County desires to replace the existing voice services with a County-owned system and realize a positive Return on Investment (ROI).
2. The estimated station count required for a one-to-one system replacement is approximately 800 stations. Based upon our conversation, the stations will be distributed as follows:



- Law and Justice Building
- Government Center
- Health Department
- Highway Dept.
- Parks and Recreation Dept.
- Metro Com and 911 Center
- Miscellaneous locations

Any existing payphones will not be included in the port count and will continue to be provided by the incumbent telephone company.

3. The Law and Justice building, the Government Center, and the Health Department building will be connected via the County provided fiber. Our proposal does include the system feature functionality and analysis of recurring costs but does not include interconnecting services between the remaining locations.
4. DLG understands that in some cases it may be more economically feasible for a couple of small, isolated facilities to remain on the existing CentraNet service. In these cases, consideration for the inter-communication between the new system and any “legacy” locations will be addressed.
5. DLG also recognizes that the County may elect to either re-use the existing cable infrastructure or install new cabling. As part of Phase 1, DLG will provide a review of the existing cabling system documentation provided by the County and provide Rough Order of Magnitude (ROM) budgets for replacing or augmenting it. If it is decided to install a new cable system, we can add the creation of a new cable design that will maximize both functionality and infrastructure lifetime issues to the Statement of Work (SOW).
6. DLG further understands that the County staff will be performing many functions of the total coordination for this Voice Systems project. As such, our proposal includes consultation with your data personnel, cable personnel and coordination efforts with any voice, data or other ancillary applications providers.

DLG’s consulting process has been developed and refined over a many years. We will employ all of the proven elements of our process with The County. However, we will remain flexible enough to customize our approach to meet the unique needs of the County. The proposal consists of the following Phases:

- **Phase I – Feasibility Study**
- **Phase II – Procurement**
- **Phase III– Vendor Proposal Review and Recommendation**
- **Phase IV – Vendor Implementation Guidance**
- **Phase V – System Acceptance**



Each Phase is defined by a detailed "Scope of Work." This information is the foundation of our proposal. The Scope of Work contains thorough descriptions of the activities require to complete each of the five (5) phases.

In addition to the "Scope of Work" detail for each Phase, DLG has included the fees for our services. Separate pricing information is provided for each Phase.

Again, thank you for the opportunity to offer McLean County Government our proposal for telecommunication services. We look forward to working with you. If you have any questions, or need any additional information whatsoever, please give me a call/email. I will respond immediately.

Sincerely,

Larry Barnes
Business Development Director
Dietrich Lockard Group, Inc.
1516 S. Brentwood Blvd., Suite 110
St. Louis, MO 63144

Office: 314-301-4016
Cell: 314-409-0654
Email: Lbarnes@dietrichlockard.com

Members Sorensen/Gordon moved the County Board approve a Request for Approval of Consulting Services With Dietrich Lockard Group for Telephony Feasibility Study – Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the Executive Committee's General Report and Minutes of other meetings may be found on pages 56-81.

FINANCE COMMITTEE:

Member Sorensen, Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 2005 Combined
Appropriation and Budget Ordinance for Fund 010

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2005 appropriation in Fund 0104 Health Promotion Grant program, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

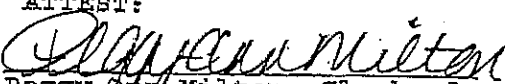
BE IT ORDAINED AS FOLLOWS:


1. That the Treasurer is requested to decrease revenue lines 0407-0139 Pregnancy Prevention Grant in Fund 0104, Department 0061, Program 0067, by \$6,666 from \$16,000 to \$9,334.
2. That the County Auditor is requested to decrease the appropriations of the following line - item accounts in Fund 0104, Department 0061, Program 0067, Pregnancy Prevention Grant as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	DECREASE	NEW AMOUNT
0593-0001	Full-Time Employees	\$ 9,943	(\$ 4,822)	\$ 5,121
0599-0001	County IMRF	\$ 649	(\$ 386)	\$ 263
0599-0002	Employee Medical	\$ 363	(\$ 182)	\$ 181
0599-0003	Social Security	\$ 764	(\$ 369)	\$ 395
0612-0003	Educational Materials	\$ 1,757	(\$ 650)	\$ 1,107
0620-0001	OP/Off Supplies	\$ 96	(\$ 57)	\$ 39
0793-0001	Travel Exp.	\$ 294	(\$ 150)	\$ 144
0795-0001	Telephone	\$ 100	(\$ 50)	\$ 50
TOTALS:		\$13,966	(\$ 6,666)	\$ 7,300

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

Adopted by the County Board of McLean County this 26th day of July, 2005.

ATTEST:

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

APPROVED:

Michael F. Sweeney Chairman of the
McLean County Board

Members Sorensen/Cavallini moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the 2005 Combined Appropriation and Budget Ordinance for Fund 0104 - Health Promotion Grant - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

A Resolution Amending the Fiscal Year 2005 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2005 McLean County Combined Appropriation and Budget Ordinance for Fund 0104.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 16, 2004 which became effective on January 1, 2005; and,

WHEREAS, it becomes necessary to decrease the Funded Full-Time Equivalent Position Resolution to authorize position changes associated with the reduction of grant resources for the Teen Pregnancy Prevention Program associated with a Grant from the Illinois Department of Public Health.

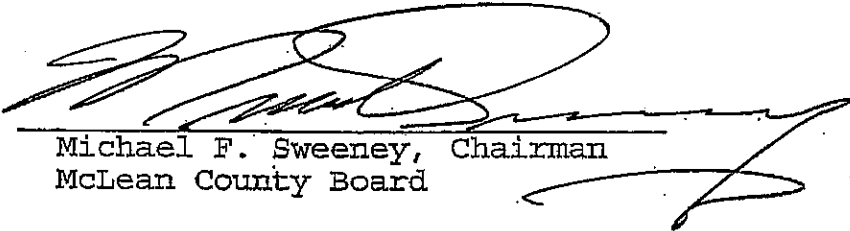
Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

Action	Fund	Program	Position Classification	Annual FTE	Months	Now	New
Decrease	0104-0061	0067	0503-8113	.09	6.0	.09	.04
Decrease	0104-0061	0067	0515-8115	.19	6.0	.19	.10


This Amendment shall become effective and be in full force immediately upon adoption.

Adopted by the County Board of McLean County this 20th day of July 2005.

APPROVED


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of McLean County
Board of the County of McLean
adm\budg\05FTEBProgPrev



McLean County

Health Department

200 W. Front St. Room 304 .Bloomington, Illinois 61701 (309) 888-5450

Memorandum

To: Honorable Members McLean County Board Finance Committee

From: Robert J. Keller, Director

Date: June 28, 2005

Re: Budget Amendment and FTE Resolution Amendment Teen Pregnancy Prevention Grant.

As a result of a request for proposal (RFP) process for the Illinois Department of Human Services' FY06 (July 1, 2005 – June 30, 2006) Teen Pregnancy Prevention grant, the McLean County Health Department was not successful in renewing its approximate \$16,000 annual appropriation from DHS for this service. DHS chose to reallocate funding geographically and create larger programs. The loss in revenue results in the reduction of portions of two positions within the department.

On an annualized basis, .09 FTE of a 503-8113 Public Health Communications position will be eliminated from grant fund 0104. An adequate FTE compliment exists within grant fund 0107 to support the reduced position through bioterrorism funds for the remainder of the budget year. It is anticipated that this change will also be annualized within the County 2006 budget. A .19 FTE 0515-8115 Health Promotion Specialist will be eliminated. This is attached to an existing .90 FTE 0515-8115 which will be reduced to a .71 FTE within the same job class. The remainder of this budgeted position resides in grant fund 0105. A corresponding budget amendment eliminates \$6,666 from the grant fund 0104 budget for the remainder of County budget year 2005.

Members Sorensen/Berglund moved the County Board approve a Request for Approval of a Resolution Amending the Fiscal Year 2005 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal year 2005 McLean County Combined Appropriation and Budget Ordinance for Fund 0104 – Health Promotion Grant – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE STATE'S ATTORNEY
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY
UNDER THE COUNTY PERSONNEL POLICY AND PROCEDURES ORDINANCE

WHEREAS, the State's Attorney has previously reorganized the staffing in the State's Attorney's Office in order to establish the Major Crimes Unit consisting of three (3) Assistant State's Attorney IV positions; and,

WHEREAS, the State's Attorney seeks to promote an employee within the office to an Assistant State's Attorney IV position that is presently vacant; and,

WHEREAS, the State's Attorney requested authorization from the Finance Committee to set the salary of the employee to be promoted at step 69 of the salary range for an Assistant State's Attorney IV position; and,

WHEREAS, the State's Attorney's request exceeds the maximum salary permitted under Section 10.52-6 B) Promotions of the County Personnel Policy and Procedures Ordinance; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, July 5, 2005, approved the request of the State's Attorney to set the salary above the maximum salary permitted under Section 10.52-6 B) Promotions of the County Personnel Policy and Procedures Ordinance; now, therefore,

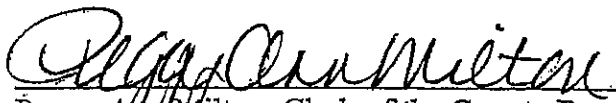
BE IT RESOLVED by the McLean County Board, now in regular session, as follows:


- (1) That the State's Attorney is hereby authorized to set the salary at step 69 of the salary range for an Assistant State's Attorney IV, which is above the maximum salary permitted under Section 10.52-6 B) Promotions of the County Personnel Policy and Procedures Ordinance.
- (2) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the State's Attorney, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 26th day of July, 2005.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Harding moved the County Board approve a Request for Approval to Offer Salary above Minimum Authorized under County Personnel Ordinance and Policies – State’s Attorneys Office. Member Hoselton asked the following: who is moving where? Member Sorensen asked the following: if we talk about the specific individuals, do we have to go into executive session? Member Hoselton stated the following: I’m not talking about a person; basically I am referring to a position. Member Sorensen stated the following: I can address this and we will let the State’s Attorney correct me if I make any mistakes. As you may know, there was a death in the office earlier this year. This is a movement to move one attorney in the office into that vacated position. It is budget neutral this year because the position has been open for five or six months and so this is Mr. Yoder’s request to move an attorney at a lower job into an appropriate job class for the position. 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 can be found on pages 86-108.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated the following: the Transportation Committee has no items to be presented for action and our General Report may be found on pages 109-115.

PROPERTY COMMITTEE:

Member Bostic, Chairman, presented the following:

ATM Machine Agreement

WHEREAS, the County of McLean, P.O. Box 2400, Bloomington, Illinois 61702-2400, a body corporate and politic, (hereinafter referred to as "COUNTY"), and the Bloomington Municipal Credit Union, 602 South Gridley, Bloomington, Illinois 61701, (hereinafter referred to as "BMCU") desire to enter into an agreement for BMCU to provide an ATM machine to be located on the north end of the first floor of Government Center, 115 E Washington Street, Bloomington, Illinois,

Now, therefore, it is expressly agreed by the parties as follows:

1. This agreement shall commence on August 1, 2005, and shall terminate on July 31, 2007.
2. BMCU shall purchase and retain the ownership of the ATM machine, and shall be financially responsible for the maintenance and all security of the ATM machine.
3. BMCU shall provide the onsite service and maintenance of the ATM machine and shall replenish and provide the necessary cash on an as needed basis.
4. BMCU shall provide COUNTY with quarterly financial usage reports on the ATM machine and shall maintain the cleanliness of the ATM machine.
5. BMCU shall operate the ATM machine for customer usage only during normal business hours and days the building is open to the public.
6. BMCU shall provide usage of the ATM machine to any customer who uses the correct ATM card and service this machine is equipped to accept.
7. COUNTY shall install and be financially responsible for the POTTIS telephone line.
8. COUNTY shall pay BMCU a \$100 monthly service fee that shall be billed to COUNTY on a quarterly basis.
9. COUNTY shall provide in-house marketing signage at various locations in the building at COUNTY's discretion.
10. COUNTY assumes no responsibility for the ATM machine specifically, but not limited to, theft, damage, usage delays regarding phone or data lines, lost cash, incorrect withdrawals, power outages, any ATM malfunctions, customer complaints, lost or stolen ATM cards or ATM supplies, or compliance with any ATM regulatory body or banking institution requirements.

Surcharge/Transaction Fee: All transactions being made with the use of a BMCU ATM/debit card will not be assessed a surcharge fee. There will also be no fees assessed for any transaction under any ATM network during the initial 90 days of operation. After

that timeframe, if it is determined by BMCU that there are at least 50 monthly foreign transactions being conducted, BMCU maintains the right to initiate a surcharge fee of \$2.00 per transaction. If the surcharge/transaction fee is initiated, the revenue shall be distributed as follows:

First 100 monthly foreign transactions -- BMCU retains all the revenue

For each monthly foreign transaction exceeding 100 -- COUNTY will earn \$1.00 of each transaction. The revenue that COUNTY earns from these transactions will be given in credit form on the quarterly billing statement.

BMCU's insurance and bond will cover the ATM machine, cash within, and the transporting of said cash, and shall list COUNTY and all its officers, officials, agents, and employees as an additional insured and hold COUNTY harmless from all liability, public or private.

The parties hereto agree that either party may cancel this agreement by giving 30 days written notice to the other party. BMCU shall be responsible for removal of the ATM machine within sixty (60) days of the date of the cancellation notice.

Amendments to this agreement may be made from time to time in writing by mutual consent by the parties.

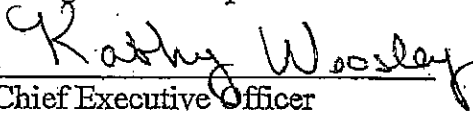
The parties hereto mutually agree that the foregoing constitutes all of the agreements between the parties and in witness whereof the parties have affixed their respective signatures on the dates indicated below.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, thereunto duly authorized at Bloomington, Illinois, this 26th day of July, 2005.

APPROVED:

Bloomington Municipal Credit Union

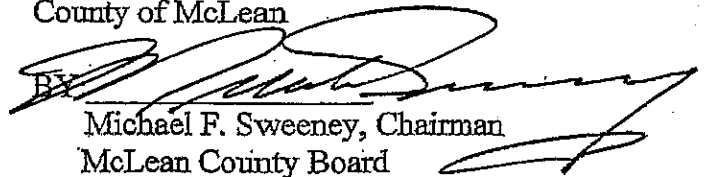
By:


Kathy Wooley
Chief Executive Officer

APPROVED:

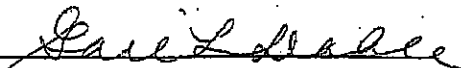
County of McLean

By:


Michael F. Sweeney, Chairman
McLean County Board


ATTEST:

By:


Gail L. Deane

ATTEST:

By:


Peggy Ann Milton, Clerk of the
McLean County Board

Members Bostic/Owens moved the County Board approve a Request for Approval of an Agreement between McLean County and the Bloomington Municipal Credit Union to provide an ATM Machine to be Located at the Government Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

LEASE

THIS LEASE entered into this ____ day of July 2005, between the County of McLean, a body politic and corporate, hereinafter referred to as LESSEE, and the City of Bloomington, a Municipal Corporation, organized and existing under the laws of the State of Illinois, hereinafter referred to as LESSOR.

WITNESSETH:

ARTICLE I

The Lessor does hereby provide 176 parking spaces located in the Abraham Lincoln parking deck located at the corner of Front and East Streets in downtown Bloomington, Illinois, to the Lessee for use by Lessee's employees.

ARTICLE II

The Lessor warrants that it has full authority and power to execute this Lease and to lease the parking spaces on these premises to Lessee.

ARTICLE III

The premises presently meet the standards required by City ordinances relating to parking lots. The said premises shall be maintained in compliance with said ordinances by the Lessor during the term of this Lease and in compliance with any other ordinances presently in existence or hereafter adopted.

ARTICLE IV

The Lessee shall use the premises for parking purposes only. Parking shall be limited to the employees of McLean County government, not to exceed one hundred and seventy six (176).

spaces. Lessee shall be solely responsible for determining the identity and eligibility of the employees who park in said parking spaces. The Lessor warrants and agrees that it shall not during the term of this Lease interfere with or prevent the Lessee from so using the demised premises for parking for said employees. Lessor shall issue to the Lessee's Facilities Manager, 176 "wavetrend readers", or their proven equivalent, for distribution to Lessee's employees to gain access to said parking deck. Lessor also agrees to replace any "wavetrend reader" if it becomes defective.

ARTICLE V

The term of this lease shall begin on July 1, 2005 and terminate on December 31, 2010 (hereinafter "Lease Term") unless extended as herein provided. The rent shall be as follows:

For the balance of 2005 (July 1 - December 31) - \$25.00 per space per month

For January 1, 2006 – December 31, 2006 - \$28.00 per space per month

For January 1, 2007 – December 31, 2007 - \$31.00 per space per month

For January 1, 2008 – December 31, 2008 - \$34.00 per space per month

For January 1, 2009 – December 31, 2009 - \$37.00 per space per month

For January 1, 2010 – December 31, 2010 - \$40.00 per space per month

The Lessee agrees to withhold the monthly parking rent from each employee's paycheck in accordance with the above schedule. Lessee shall remit to Lessor payment in full for the July 1 – December 31, 2005 term no later than July 31, 2005. Thereafter, Lessee shall remit to Lessor annually the total payment due for the 176 parking spaces no later than January 31 of each successive year.

ARTICLE VI

Lessor agrees that Lessee shall have and is hereby granted five (5), one (1) year options to extend the term of this Lease, such extended term(s) to begin respectively upon the expiration of the Lease Term or of this Lease as extended. If Lessee shall elect to exercise the aforesaid option

or either of them, it shall do so by giving to the Lessor notice in writing of its intention to do so not later than sixty (60) days prior to the expiration of the Lease Term, or of this lease as extended, and said notice shall state the date to which it elects to extend the term of this Lease. Lessor reserves the right to increase the rates charged for parking spaces if this Lease is extended but such rates shall not exceed the rates charged for parking space leases for the City of Bloomington parking system at the time of such increase.

ARTICLE VII

The Lessor shall maintain the premises at its own expense, keep the demised premises in a reasonably clean condition, be responsible for all snow removal and indemnify, save and hold harmless the Lessee from all liability, causes of action, claims, judgments, costs and attorney fees arising out of or in any way connected with the performance of Lessor's obligations under this lease.

ARTICLE VIII

Lessor shall have the right to relocate Lessee to another premises at any time during the term of this Lease provided the following conditions are met:

- a) The substitute facility must have the same or comparable improvements, including but not limited to paving, lighting and pavement marking.
- b) There must be the same number of parking spaces as provided for in this lease.
- c) The new premises may not be more than two blocks in any direction from the premises described in this Lease.
- d) Lessor shall prepare the substitute facility for occupation by Lessee in advance so that Lessee will not experience any disruption in access to and use of parking spaces provided by this Lease. Lessor shall give Lessee 60 days advance written notice of its intent to relocate Lessee. The notice shall identify the location of the proposed substitute facility and give Lessee access to those premises for the purpose of determining whether Lessor has satisfied

all of the conditions recited in this paragraph. Lessee shall move to the new location on the date indicated in Lessor's notice unless Lessor fails to meet the conditions recited in this paragraph. Except as to the premises, all of the terms and provisions of this Lease will remain in full force and effect and shall apply equally to the new premises, including the amount of rent, in the event Lessor exercises the option to relocate Lessee.

ARTICLE IX

Lessor agrees that Lessee shall have the right to terminate this agreement or any extended term thereof and vacate the leased premises by giving to Lessor not less than ninety (90) days written notice of its intention to do so.

ARTICLE X

The covenants and agreements contained in this Agreement shall apply to and inure to the benefit of and be binding upon the Lessor and Lessee and upon their successors in interest, assigns and heirs.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to this Agreement the date and year first above written.

CITY OF BLOOMINGTON (Lessor)

BY: _____
Steve Stockton, Mayor

ATTEST:

Tracy Covert, City Clerk

COUNTY OF McLEAN (Lessee)

BY: _____
Michael F Sweeney
Chairman, McLean County Board

ATTEST:

Peggy Ann Milton, McLean County Clerk

Members Bostic/Harding moved the County Board approve a Request for Approval of
an Agreement between McLean County and the City of Bloomington for Parking in the
Lincoln Parking Lot. Member Hoselton stated the following: I noted that the City of
Bloomington can change the location of that parking to another area. We must assume
that will probably occur very fast. Do we know what exactly they have in mind? The one
we are using is the same parking lot we presently have - right? Mr. Zeunik stated the
following: when the City began the construction on the coliseum, the County employees
that parked in the lot on the corner of Madison and Front Streets were relocated to the
Lincoln parking deck and to the surface lot that is immediately south of the Lincoln
parking deck. If County employees are relocated again they would be relocated to the
new parking ramp which is being built immediately southeast of the coliseum. Clerk
Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: our General Report may be found on pages 123-131.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN ILLINOIS STATE UNIVERSITY AND THE
COUNTY OF McLEAN TO PROVIDE NETWORK
ACCESS TO JAIL PHONE CALLS**

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution, Illinois State University (hereinafter "ISU") is permitted to enter into Intergovernmental Agreements to obtain or share services with the County of McLean (hereinafter the "County"); and

WHEREAS, the County is a body politic and corporate and, pursuant to Article VII, Section 10 of the Illinois Constitution, is permitted to enter into Intergovernmental Agreements to obtain or share services with ISU; and

WHEREAS, the County's jail maintains a telephone system which its inmates are required use to make telephone calls while they are incarcerated; and

WHEREAS, all calls made through this telephone system are recorded and users on each end of a call are aware that their conversation is being recorded, and

WHEREAS, ISU and the County deem it to be in their best interests to enter into an Intergovernmental Agreement to make these jail recordings available to ISU's police department electronically; now, therefore

IT IS HEREBY AGREED AS FOLLOWS:

The County shall:

1. Provide ISU's police department with network access to phone calls made by McLean County jail inmates that have been recorded with their knowledge.
2. Provide to ISU's police department, on a best efforts basis, access to the jail phone recording system at a 95% level, 7 days per week, 24 hours per day. However, when the County deems that it is necessary to upgrade the operating system, software version or associated networking equipment, the system may be temporarily unavailable. Notwithstanding, catastrophes such as hardware failure and/or loss of power beyond the capacity of the universal power supply can and will occur. Therefore, availability and restoration of access to the phone recording system will be provided as soon as possible.

3. County shall, to the extent permitted under State and Federal law, indemnify and hold ISU harmless from all causes of action and the costs of defending any such actions arising out of the performance of County's contractual duties under this Intergovernmental Agreement.

ISU shall:

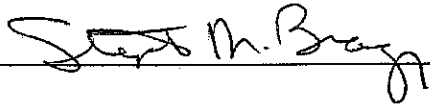
1. Be responsible for the cost, installation, and maintenance of the computer hardware and communication networks required to access the jail phone recording system from their location.
2. Agree to not unlawfully disclose, copy, or change or provide any of the information retrieved to any other person, entity, municipality, or corporation, and to refrain from damaging or losing data contained within the system. If ISU or its agents or employees do damage or lose data contained within the system, damages recoverable by the County will be limited to actual damages incurred.
3. ISU shall, to the extent permitted under State and Federal law, indemnify and hold the County harmless from all causes of action and the costs of defending any such actions arising out of the performance of ISU's contractual duties under this Intergovernmental Agreement.

ISU and the County agree that:

1. This Intergovernmental Agreement shall be binding upon both parties until and unless amended by agreement of the parties, provided, however, that either party may unilaterally terminate this Agreement with 6 months written notice to the other party.
2. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
3. This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.
4. ISU and the County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

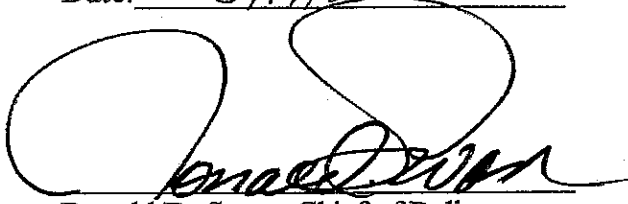
APPROVED:

ILLINOIS STATE UNIVERSITY



Stephen M. Bragg, Vice President
for Finance and Planning

Date: 5/19/05

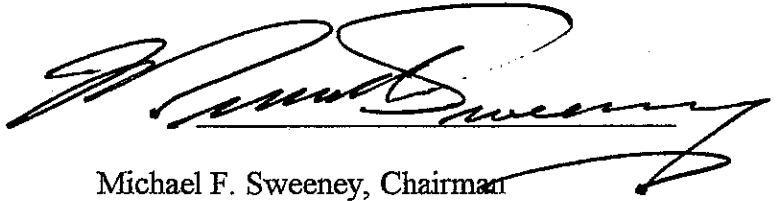


Ronald D. Swan, Chief of Police
Illinois State University

Date: 01 April 2005

APPROVED:

COUNTY OF McLEAN



Michael F. Sweeney, Chairman
McLean County Board

Date: 7-20-05

ATTEST:



Peggy Ann Milton, County Clerk
for McLean County

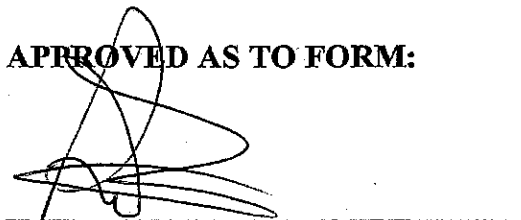
Date: 07/25/05



David G. Owens, Sheriff
Of McLean County

Date: 8-2-05

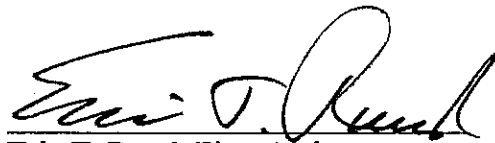
APPROVED AS TO FORM:



Renee Smith Byas, General Counsel
Illinois State University

Date: 6/3/05

APPROVED AS TO FORM:

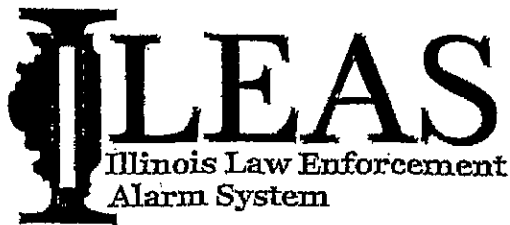


Eric T. Ruud, First Assistant
McLean County State's Attorney

Date: 8/1/05

Members Renner/O'Connor moved the County Board approve a Request for Approval of Intergovernmental Agreement with Illinois State University to Provide Network Access to Recorded Phone Calls – Information Services. Clerk Milton shows all Members present voting in favor of the Motion except Member Nuckolls who abstained. Motion carried.

Member Renner, Chairman, presented the following:



2005 ILEAS Local Law Enforcement Homeland Security Grant

NOTICE OF GRANT AGREEMENT

Part I - Notice of Grant Award to: McLean County Sheriff's Office

This Grant Agreement is made and entered by and between the **Illinois Law Enforcement Alarm System** (Grantor), 1905 E. Main Street, Urbana, Illinois 61802, and **McLean County Sheriff's Office** (Grantee), 104 W. Front, Bloomington, IL 61701.

WHEREAS, this Grant is to utilize funds from the Department of Homeland Security (DHS) Fiscal Year 2005 Appropriation as identified and allocated by the Illinois Terrorism Task Force and approved by the ILEAS Governing Board.

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding **\$ 47,662.00** for the period from the **date of final execution** of this Agreement to December 31, 2005. For purposes of this Agreement, evidence of financial obligations must be presented to ILEAS PRIOR to **December 31, 2005**.

The Grantee hereby agrees to use the funds and/or equipment provided under the agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this agreement. This period of award may be amended if there is a delay in the release of these funds from the Federal Government or the State of Illinois.

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

This Grant Agreement and Attachments constitutes the entire agreement between the parties. Each budget detail worksheet submitted by the Grantee and approved by the Grantor as an authorized expenditure of this Grant shall be considered an attachment of this Grant Agreement.

Part II - Term

The term of this Grant Agreement shall be from the **date of final execution** by the Grantor through **December 31, 2005**.

Part III - Scope of Work

The Grantee must sign and return this grant agreement with a detailed budget worksheet within 30 days of receipt of this Agreement. The grant specifics and proposed budget are attached to and are part of this Agreement. As budget detail worksheets are approved and acknowledged, they shall also be considered as attachments of this Grant Agreement.

Part IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of **\$ 47,662.00**.

Part V - Terms and Conditions

FISCAL FUNDING: The Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the Grantor has insufficient funds to pay the obligation or DHS fails to provide the funds. The Grantor shall give Grantee's notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of funding. Grantee's obligation to perform shall cease upon notice by Grantor of lack of appropriated funds.

METHOD OF COMPENSATION: The method of compensation shall be reimbursement upon submission to the Grantor by the Grantee of an approved invoice. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor. No costs eligible under this agreement shall be incurred after December 31, 2005.

ACCOUNTING REQUIREMENTS: The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under the Grant Agreement as required by the Grantor. The Grantee shall keep records sufficient to permit the tracing of funds to ensure that expenditures are made in accordance with this Grant Agreement.

REPORTS: The Grantee shall submit a programmatic activity narrative and financial report upon request of Grantor as per instructions provided by the ILEAS Executive Director. Noncompliance of the reporting requirements may be cause to terminate this Agreement.

AUDITS AND INSPECTIONS: The Grantee will, as often as deemed necessary by the Grantor, DHS or any of their duly authorized representatives, permit the Grantor, DHS or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this grant agreement for three years from the date of submission of the final expenditure report or until related audit findings have been resolved, whichever is later. The Grantee certifies that all audits submitted under the provisions of Office of Management and Budget Circulars A-128 or A-133 have been approved by the Grantor. The Grantee acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction's Single Audit under the Single Audit Act of 1996, if required.

MODIFICATION AND AMENDMENT OF THE GRANT: This grant agreement is subject to revision as follows:

- A. Modifications may be required because of changes in State or Federal laws or regulations as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both Grantor and Grantee.

TERMINATION FOR CONVENIENCE: This agreement may be terminated in whole or in part by the Grantor for its convenience, provided that, prior to termination, the Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of the Grantor's intent to terminate, and 2) an opportunity for consultation with the Grantor prior to termination. In the event of partial or complete termination of this agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Grantee for expenses incurred under this agreement prior to termination.

TERMINATION FOR BREACH OR OTHER CAUSE: The Grantor may terminate this agreement without penalty to the Grantor or further payment required in the event of:

- A. Any breach of this agreement which, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of the Grantor's notice of breach to the Grantee.
- B. Material misrepresentation or falsification of any information provided by the Grantee in the course of any dealing between the parties or between the Grantee and any State Agency.

Grantee's failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

RETENTION OF PROPERTY RECORDS: Grantee agrees to maintain records for equipment, non-expendable personal property, and real property for a period of three years from the date of the completion of the project. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

NON-DISCRIMINATION: In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. The Grantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

SEVERABILITY CLAUSE: If any provision under the Grant Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of the Grant Agreement which can be given effect without the invalid provision or application.

DEBARMENT: The Grantee certifies neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the agreement by any Federal Agency or department.

WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES: The Grantee shall provide worker's compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees of the Grantee who are performing services specified by the grant agreement.

WAIVERS: No waiver of any condition of this grant agreement may be effective unless in writing from the ILEAS Executive Director.

BOYCOTT: The Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce

promulgated under that Act.

WORK PRODUCT: All intellectual property and all documents, including reports and all other work products, produced by the Grantee under this grant agreement shall become and remain the exclusive property of the Grantor, and shall not be copyrighted, patented, or trademark registered by the Grantee except as authorized by the Grantor in a separate agreement. The Grantee acknowledges the Office of State and Local Government Coordination and Preparedness (SLGCP), United States Department of Homeland Security reserves a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize for use, for any purpose the Grantor deems relevant: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Grantee shall include in all publications created through this grant agreement shall prominently contain the following statement: "This document was prepared under a grant from the Office of State and Local government Coordination and Preparedness (SLGCP), United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of SLGCP or the U.S. Department of Homeland Security."

MAINTENANCE AND REVIEW OF EQUIPMENT: The Grantor reserves the right to reallocate all equipment procured by the Grantee under this grant agreement if the property is not properly maintained by the Grantee according to the manufacture's guidelines and Grantor's requirements. All equipment procured by the Grantee through this grant agreement shall be made available for review by the Grantor upon request. Grantee must maintain an inventory of any single item purchased pursuant to this grant that exceeds \$5,000 in value.

LIABILITY: The Grantor assumes no liability for actions of the grantee under this agreement, including, but not limited to, the negligent acts and omissions of grantee's agents, employees, and subcontractors in their performance of the grantee's duties as described under this agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this grant, except as those representations are made by the manufacture of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by the grantee, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

Part VI - Assurances

The Grantee assures that no official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this agreement, shall have any financial or other personal interest in any such contract for the acquisition/development.

The Grantee will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

The Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

The Grantee will cause to be performed the required financial and compliance audits in

accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

The Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Part VII - Certification

The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

The Grantee hereby certifies that it has not been barred from bidding on, or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

The Grantee certifies that it will comply with all applicable State and Federal laws and regulations.

The Grantee certifies that it will return to the State all State or Federal grant funds that are not expended or are accidentally over-advanced. The State may recapture those funds not expended or accidentally over-advanced in accordance with State and Federal laws and regulations. The Grantee certifies that its failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

The Grantee will comply with the Uniform Administrative Requirements for Grants to States (28 CFR 66); Office of management and Budget (OMB) Circular A-87; Common rule for Administrative Requirements for Grants to non-profits (28 CFR 70); OMB Circulars A-122 and A-21; Office for Justice Programs OC Financial Guide as well as any other State and local fiscal management requirements.

Under penalties of perjury, I certify that 37-6001569 is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business as a Governmental Entity.

Part VIII - Drug Free Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Grantee certifies that it is in compliance with the Drug Free Workplace Act, effective January 1, 1992.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Grantor: ILLINOIS LAW ENFORCEMENT ALARM SYSTEM Grantee: McLean County Sheriff's Office

By: 
James R. Page, Executive Director

By: 
Chief/Sheriff Name & Title

DATE: 062305

DATE: July 1, 2005

Attachment A – Grant Conditions

McLean County Sheriff's Office

Purpose of Grant: Public Safety Target Hardening

Amount: \$ 47,662.00

Grant Committee Conditions:

The Grantee agrees to the following with regard to the grant type listed above:

Critical Criminal Justice Facility Target Hardening:

Funds to be used for enhanced preventative security for criminal justice facilities such as police stations, jails, courthouses, etc. Use of these funds and/or equipment is not allowed for non-criminal justice facilities such as water plants, city buildings, fire departments and other such facilities.

ICLEAR- Compatible Mobile Digital Computers:

Funds are to be used for the purchase of mobile digital computers compatible with the State of Illinois ICLEAR system. Grantees agree that they will subscribe to ICLEAR via the Illinois Wireless Information Network, ALERTS, or other such system as soon as is possible. Funds may not be used for license or software maintenance fees. Mobile Computers purchased with funds from this grant can only be placed in law enforcement vehicles and facilities. ICLEAR-compatible mobile digital computer grants were funded with Homeland Security money that expires in October. All MDC grants must be obligated PRIOR to September 30, 2005. Funds that were not expended prior to that date will be unavailable.

Equipment in Lieu of Reimbursements:

Grantees that were awarded standard MDC packages will receive equipment from ILEAS in lieu of financial reimbursement. Those specific Grantees will be notified by ILEAS separately.

Interoperable Communications:

Funds are to be used for radio equipment that will enhance the Grantee's ability to communicate with other public safety agencies. Where possible, radios should meet APCO 25 standards. However, this is a strong recommendation, not a requirement. Therefore, if the radios you are purchasing do not meet APCO 25 standards, then they must meet the following minimum standards:

- All Radios MUST be Narrow Band Complaint
- Portables must have a minimum of 48 channels
- UHF portables (403-470 MHz) must have minimum 4 watts transmit power
- VHF Portables (136-174 MHz) must have minimum of 5 watts transmit power
- All mobiles must be a minimum of 30 watts of transmit power in same band spread (136-174MHz VHF or 403-470MHz UHF)
- 700 or 800 MHZ or trunked-systems must meet the same standards

Purchasing:

This is a REIMBURSEMENT grant. The Grantee purchases the equipment and submits invoices to ILEAS for reimbursement. Equipment should be purchased from State Contracts where possible. Otherwise, each Grantee MUST follow its own procurement process with regard to Requests for Proposals, Bid, purchasing, etc. For purposes of this Agreement, the term "obligated funds" means that an actual purchase order has been issued for the equipment. Further, for purposes of this agreement, the funds will be considered "expended" when ILEAS receives final invoices for payment. All grantees are responsible for the timelines for each grant as outlined in the Agreement.

Budget Worksheet:

Prior to making any purchase, Grantees shall submit to ILEAS a written budget worksheet which specifically outlines the following:

- Equipment being purchased
- Exact cost of equipment
- Vendor names, addresses, etc.
- Estimated timetable

A budget worksheet is included for the Grantee's use. Once ILEAS receives the original signed grant agreement and a signed budget worksheet, the Grantee will receive authorization to proceed with the actual purchase.

Consortiums


A list of consortiums has been inserted in this mailing. Those agencies identified as a LEAD AGENCY for a consortium will be solely responsible for the administration and management of this grant pursuant to this Agreement. This includes, but is not limited to:

- Configuring, bidding and ordering equipment
- Receiving and distributing equipment
- Keeping records
- Being responsible for audits
- Submitting invoices for reimbursement
- Handling all correspondence for partner agencies

NIMS

All Grantees must pursue the implementation of the National Incident Management System as outlined by the Department of Homeland Security.

Acknowledgement of Attachment A:

By: 
Chief/Sheriff Name & Title

DATE: July 1, 2005

Address: 104 W. Front, Bloomington, McLean County - Region 7

Submitted By: David Owens

Chief: David Owens

Tx: 309-888-5034

Consortium? NO

Court House/Detention Center 104 W. Front, Bloomington

Honeywell Fusion Digital Video Recorder 1 TB Hard	1	\$11,710.00	\$11,710.00
Pan Tilt Zoom Dome Cameraqs	9	\$2,280.00	\$20,520.00
Pixum Camera (Fixed)	5	\$482.00	\$2,410.00
16-Channel Looping Expansion	1	\$344.00	\$344.00
Fusion Analog Monitor Interface/4	1	\$340.00	\$340.00
Fusion SCSI Adaptor - Adds SCSI interface	1	\$644.00	\$644.00
DVD Burner	1	\$569.00	\$569.00
Installation, programming, and training	1	\$10,625.00	\$10,625.00
Power Supply and UPS	1	\$500.00	\$500.00
		Amount Requested:	\$47,662.00

Amount Granted: \$47,662.00

Committee Comments:

The grant will be used to fund a video system which will allow the perimeter of the McLean County Law and Justice Center to be monitored and recorded 24/7. At the present time there is no outside monitoring of the perimeter of the building which houses the Courts, Sheriff's Office/Detention Center, ESDA, Public Defender and the Circuit Clerk.

Above you will find the budget and summary from your grant application along with committee comments (if any) and amount granted. **Note - It is possible that the amount you were granted is different than what you had requested. If that is the case, given that difference and the committee comments, please use the space below or attach a separate sheet to outline a new budget.

Chief/Sheriff Signature: _____

Date: _____

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2005
Combined Annual Appropriation and Budget Ordinance
General Fund 0001 - Sheriff's Department 0029**

WHEREAS, the McLean County Board, on November 16, 2004, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Sheriff's Department 0029; and,

WHEREAS, the Sheriff's Department has been awarded a 2005 Illinois Law Enforcement Alarm System (the "ILEAS") Local Law Enforcement Homeland Security grant in the amount of \$47,662.00 from ILEAS to acquire specific equipment for enhanced preventative security for criminal justice facilities; and,

WHEREAS, the Justice Committee, at a Special Committee meeting on Tuesday, July 26, 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance to recognize the receipt of the grant funds and to appropriate funds for the purchase of the capital equipment listed in the grant; and,

WHEREAS, the County Board at a regular meeting on Tuesday, July 26, 2005, approved an Emergency Appropriation Ordinance to recognize the receipt of the grant funds and to appropriate funds for the purchase of the capital equipment listed in the grant; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is hereby directed to add the following appropriations in the amount of \$47,662.00 to the General Fund 0001, Sheriff's Department 0029 in the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance.

ILEAS Local Law Enforcement Homeland Security Grant	
0001-0029-0029-0407.0130	\$ 47,662.00
TOTAL:	<u>\$ 47,662.00</u>

2. That the County Auditor is hereby directed to add to the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance the following appropriations in the General Fund 0001, Sheriff's Department 0029:

(2)


Purchase of Capitalized Assets 0001-0029-0029-0850.0001	\$ 47,662.00
TOTAL:	<u>\$ 47,662.00</u>

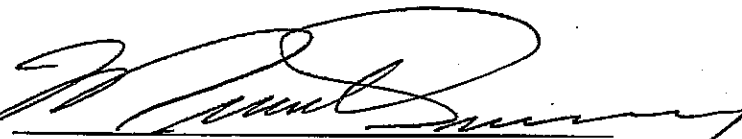
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

ADOPTED by the County Board of McLean County this 26th day of July, 2005.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Renner/Owens moved the County Board approve Requests for Approval of 2005 ILEAS Local Law Enforcement Homeland Security Grant and an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance – General Fund 0001 – Sheriff's Department 0029. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: the Justice Committee's General report may be found on pages 145-154.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, presented the following:

ORDINANCE OF APPROVAL
OF FINAL PLAT

Vacation Plat of Lot 8 in the Dover Ridge Subdivision, File S-05-11

WHEREAS, Jason and Michele Witte have requested to vacate 40 feet of the front setback area of Lot 8 in the Dover Ridge Subdivision, file number S-05-11, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, said lot will continue to have a front setback of 30 feet as do adjacent lots; and

WHEREAS, a public hearing on said proposed front yard vacation plat was held by the Land Use and Development Committee of the McLean County Board as required by law; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said vacation plat and finds that it meets the said subdivision regulations; and

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


BE IT ORDAINED that the said vacation plat to vacate 40 feet of the front setback area of Lot 8 in the Dover Ridge Subdivision is hereby approved.

Adopted by the County Board of McLean County, Illinois this 26th day of July, 2005

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Gordon/Selzer moved the County Board approve a Request for Approval of a Vacation Plat to Vacate 40 feet of the front Setback area of Lot 8 in the Dover Ridge Subdivision on Property located in Old Town Township at 20300 Murray Hill Road, Bloomington, IL, File No. S-05-11. Member Selzer stated the following: the only reason I pulled this was to go on the record. I plan to support this subdivision special use but I just noted in the minutes, on page 161, that Mr. Tracy stated he spoke to the township road commissioner and he had no objections to this request. When I spoke to that very road commissioner about a larger subdivision we rejected out there, I asked how many more cars can that road handle and he said not one more car because it was too dangerous. Now we are going to vacate some land out there, even though it is a single house. My question still is, when are we going to have standards for township road commissioners to follow? I know we can't do that but I wanted to point out that we still have these houses going up out there and we turned down another one. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon, Chairman, presented the following:

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 Lawrence Reece in case SU-05-10, parcel (22) 08-11-100-023. He is requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses on property which is part of Section 11, Township 25N, Range 3E of the 3rd P.M.; and is located in Money Creek Township immediately northeast of the intersection of 2450 North Road and 2250 East Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 7, 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 20 acre property is in crop production and pasture. The property is relatively flat and drains to the north. The property has approximately 25 feet of frontage on the north side of 2450 North Road, an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USE - The land is in the A-Agriculture District, is surrounded by land in the A-Agriculture District. The land to the north, east and west is used as a nature preserve. The land to the south is in part used as a nature preserve and in part for crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 95 out of 125 points. The site assessment score was 130 out of 175 points. The total LESA score was 225 points out of 300. A score of 225 points and above means the property is of high value for agricultural land protection.

TESTIMONY: - The attorney for the Parklands Foundation, owner of the adjacent land to the north, south, east and west that is in a nature preserve, testified that the proposed residence would be detrimental to their nature preserve. The attorney submitted a letter from Angelo Capparella, Associate Professor of Biology, Illinois State University. The letter explained the negative impacts on the Parklands Foundation nature preserve if the proposed residence is built. The letter explained the edge effect of a residence on a nature preserve that causes habitat fragmentation that penetrates into the nature preserve.

The owners, who are farmers, of the adjacent land to the south that is in crop production testified that the subject property was formerly in crop production; they submitted a 1984 aerial photo showing it in crop production, and testified that they objected to the proposed residence since the subject property is suitable for crop production and since they believe the residence will have a negative impact on the area.

Staff recommended that the application did not meet five of the seven standards.

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

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to build a single family dwelling on two acres of the 20 acre property. Part of the property will be planted into a wild life food plot, part in grass plantings and part in new trees. The wooded area and the open space will be preserved on most of the property.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. One residence on the property will not negatively impact the use of adjacent property for agriculture and a nature preserve. The wooded area and the open space will be preserved on most of the property. The proposed development plan will limit erosion of the erodable soils.
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. One residence on the property will not negatively impact the use of adjacent property for agriculture and a nature preserve.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has approximately 25 feet of frontage on the north side of 2250 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant has obtained approval for an entrance from the Money Creek Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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

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

ROLL CALL VOTE - The roll call vote was five members for the motion to recommend granting, none opposed and three members were absent.

Respectfully submitted this 7th day of June 2005, McLean County Zoning Board of Appeals

(Joe Elble)

Chair

Joe Elble, Acting Chair
Tony Wheet
David Kinsella
Dale Williamson, Alternate
Michael Kuritz

Findings of Fact In Case # SU-05-10
Presented to the Regular Meeting of the McLean County Board,
July 26, 2005

In pursuance of our legal obligations as a County Board, the following findings of fact are presented, in light of the seven standards listed in Article 8, Section 803 (Standards for Special Use Permits) of the Zoning Ordinance, as they apply to the zoning request made in Case # SU-05-10:

Introductory Findings of Fact

1. Lawrence Reece is the applicant for Special Use Case Number SU-05-10 to allow a residence on Parcel # 08-11-100-023 (hereafter known as the subject parcel). Mr. Reece purchased the property five years ago. The property is a slightly irregularly shaped parcel, and is relatively flat, and therefore suitable for agricultural and residential use.
2. The subject parcel is bordered on the east side by the Mackinaw River. The subject parcel is bordered on the south edge of the property with an access easement 33' x 482' to permit an adjoining property owner access to his property. Approximately 1/3 of the south border of the subject parcel bounds land that is in crop production. Less than 10% of the property is timber. The timber portion of the property is along the immediate east edge of the property, along the Mackinaw River. The entire north, east, and west border, and part of the south border, of the subject parcel bounds land used as a nature preserve. Residences in the vicinity of the nature preserve have been standing for quite some time -- many of them built before the nature preserve was established.
3. For the last fifteen years the property has not been planted; prior to that time it was actively farmed. Crop production in the 1980s topped out at 117 bushels per acre. This would have been average production for the 1980s. The property is terraced and tiled. The land is suitable to modern methods of crop production including strip tilling and no tilling. Strip tilling and no tilling are conservation methods of farming which hold the soils well and prevent erosion. The applicant was, or should have been, aware of the zoning of the subject parcel when he bought it. The subject parcel is suitable for farming, as stated by a person who farms for a living and who farms land immediately to the south of the subject parcel. Since his purchase, the applicant has used the property for hunting and growing corn for wild life. He has planted over 3200 trees and shrubs. The subject parcel has not been farmed since the applicant purchased the property. The property is currently subject to a Conservation Reserve Program (CRP) set-aside for the next 10 years. After that time, the owner of the property can use the property for any permitted use. CRP can be canceled by the owner of the property.

Introductory Findings of Fact -- Page 2

4. The trend of development in the area is toward nature preserves and crop production. The nature preserve areas around the subject parcel are owned by the Parklands Foundation, which has focused on maintaining natural areas with a special focus on the Mackinaw River area in McLean County. Parklands relied on the agricultural zoning of the subject parcel when it purchased some of the surrounding properties. Residential development on the edge of areas of a nature preserve adversely impacts natural areas. This is referred to as the "edge effect". Some neighbors of the nature preserve have stopped using pesticides and herbicides on their property and limited their use of fertilizer on crops to injection fertilizer. Farming remains the dominant land use in the area.

5. There are other properly zoned sites for a residence in the vicinity, according to the Land Evaluation and Site Assessment (LESA) Report.

Findings of Fact In Light of the Seven Standards Listed in Article 8, Section 803 (Standards for Special Use Permits) of the Zoning Ordinance, as they apply to the zoning request made in Case # SU-05-10:

- 1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.**

The subject parcel is zoned for agricultural use, and a residence in this case is not a permitted use. A residence in this case may be established only by approval of a Special Use Permit upon finding the property undesirable for agricultural purposes, and upon finding that the application meets all of the standards in the Zoning Ordinance for special uses. A principal assumption of the application is that the property is undesirable for farming. The evidence presented indicates that the land is suitable for farming.

The analysis of the staff, in its report to the Zoning Board of Appeals (ZBA), indicated that one (1) standard in the Zoning Ordinance for special uses had been met, one (1) standard may have been met, and five (5) standards were not met.

- 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.**

The principal proposed use of the 20-acre property is for a single-family residence. The proposed residence will cause a significant negative impact on adjacent property that is in a nature preserve due to the "edge effect" of the proposed residential use. (This assessment is taken from Objectors' Exhibit #2, presented to the ZBA; this statement was not contradicted.) The impact of this proposed residence could be expanded from one or two acres to the entire 20 acres, over time. For example, under provisions of the County Zoning Ordinance, if a Special Use Permit were issued, the present owner (or any future owner) of the subject parcel could build, at any time -- without having to seek approval of the ZBA or any other government entity -- an accessory structure of up to 4200 square feet.

- 3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.**

The trend of development in the area is toward nature preserves and crop production. Farming remains the dominant land use in the area. Owners of all adjacent property object to the proposed residential use since it does not meet the standards of a special use stipulated in the Zoning Ordinance, and because the proposed special use will negatively impact the area.

Findings of Fact In Light of the Seven Standards Listed in Article 8, Section 803 (Standards for Special Use Permits) of the Zoning Ordinance, as they apply to the zoning request made in Case # SU-05-10 -- Page 2

4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.

Adequate water and septic systems may be available to the subject parcel.

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.

The subject parcel's only access to a public road is on the southwest corner of the property. The property has approximately 25 feet of road frontage at its southwest corner. The adjacent Road #2250 East can provide adequate access for either farming or a residence.

6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agricultural District.

The intent of the Agricultural District states: "Promote the use of agricultural land that is most suitable for farming activities" and "Protect the value of agricultural land from indiscriminate, incompatible, and conflicting land uses." The intent of the Agricultural District also states "Conserve and protect open space, wooded areas, streams, mineral deposits and other natural resources from incompatible land uses and to provide for their timely utilization." The subject parcel is incompatible with the adjacent land uses, and is suitable for agricultural use. Therefore, the approval of a Special Use permit to allow a residence on this parcel is not in conformance with the preamble to the regulations of the Agricultural District in the County Zoning Ordinance.

7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agricultural District.

The Land Evaluation and Site Assessment (LESA) Score for the property is 225. A LESA Score of 225 and above indicates the property is of high value for farmland preservation. The McLean County Land Use Plan designates the subject parcel, and the entire area around the subject parcel, as agricultural land. 100% of land adjacent to the property is zoned for agricultural use, according to the McLean County Zoning Map and the LESA Report. More than 90% of land within one mile of the property is zoned for agricultural use, according to the LESA Report. Therefore, the approval of a Special Use permit to allow a residence on this parcel does not conform to the applicable regulations of the Agricultural District.

Members Gordon/Berglund moved the County Board approve a Request for Approval of the Application of Mr. Lawrence Reece in case SU-05-10 for a Special Use on land undesirable for agricultural uses on property which is part of Section 11, Township 25N, Intersection of 2450 North Road and 2250 East Road.

Member Gordon stated the following: this was the motion that I am sure all Members of the Board that were present in June recall was postponed to this meeting for further consideration. I was advised before the meeting that it was appropriate and necessary to make the same motion. I would at this time like to make a substitute motion, with permission of the Chairman, and the motion reads as follows: In Case Number SU-05-10, I move that the McLean County Board deny the application for Special Use Permit, on the basis of the Findings of Fact appended to this motion. Motion seconded by Member Renner. Member Gordon stated the following: let me just briefly point out this is principally for information. Members found at their places before the meeting a statement of Findings of Fact in this case. These Findings of Fact are quite appropriately based squarely on the record presented to the Zoning Board of Appeals at its hearing on Case SU-05-10. These are Findings of Fact, which, as stated in the motion, are intended to comprise the basis for our decision. My motion to deny the application is on the basis of these Findings of Fact. If you have not yet had a chance to take a look at these I hope that we might be permitted a little time to do so if that is necessary and useful. The introductory Findings of Fact on the first two pages are simply meant to establish background about the subject parcel and then the Findings of Fact on the third and fourth pages, in light of the seven standards, are arranged according to the same seven standards which staff analyzes every time a zoning proposal goes to the ZBA. Some Members have had the chance to review the exhibits in addition to listening to the tape of the hearing itself. Among those exhibits was the original staff analysis. While the headings are identical, the Findings of Fact under each heading are not the same as those found when looking at the exhibits. That is, these are not the same as the Findings of Fact from the staff analysis which was presented to the ZBA. When we saw the staff analysis come back from the ZBA, seven out of seven of the standards were officially listed as having been met. That is because under the zoning ordinance, and quite properly in my view, the staff recommendations must comply with and be consistent with the vote of the parent body, which in that case was the ZBA. These standards and the discussions of them represent information, again, taken solely from or information available to the record that was presented to the ZBA. By intent, these are presented for review of the Board in support of a motion to deny this special use permit. Chairman Sweeney asked the following: since the Board only received this information a few moments ago, could you go through an executive summary for these four or five pages?

Member Gordon gave a summary of the Finding of Facts in Case SU-05-10 which is included in the proceedings. Chairman Sweeney asked the following: is there any other discussion? Member Segobiano stated the following: I just want a point of information. This was pulled from Land Use Committee and I assumed all these years that Committee action always comes before the Board whether the Committee approved or disapproved of that action, but the majority of the

actions come to the floor of the Board. Now we have a substitute motion without even having discussion on it. Just as a matter of information, does Committee action need to be voted on and rejected or did the substitute motion take precedence over Committee action? Chairman Sweeney stated the following: the main motion was delayed until this meeting and then that motion was presented and seconded and now there is a substitute motion on the floor. Member Segobiano stated the following: the substitute motion was made by the same person. Chairman Sweeney stated the following: that doesn't make any difference. Member Bostic stated the following: actions through the ZBA bypass the Land Use Committee. That comes as a recommendation and it is on the consent agenda. Last month it was pulled off the consent agenda so it has never really been through Land Use by our own rules. Mr. Hug stated the following: the ZBA is a subsidiary body of the County Board. The Land Use Committee doesn't have responsibility to act on ZBA recommendations. You don't put people through another Committee level to get to get to the County Board after they have gone to the ZBA. Member Bass stated the following: every once in a while our County Board has a situation which becomes quite a trying situation. I think this is one. We have laws, rules, and policy, and quite often we have a difficult time determining where an issue belongs – a law, rule, or policy. We have a man here that wants to realize a dream. We have a Parklands Foundation that is, in a stricter sense, living a dream. They are both living the same dream. How far do you want a person to go to get away from the trees, the bushes, etc.? This man is a farmer. He planted thousands of trees. Somehow they got burned down. Does that eliminate him from being a farmer, a tree farmer in the strictest sense? I think if we look at the whole situation, we can say this is the rule, this is the law, fine, but I have compassion for a person that has wanted to do something in a serene place out in the country. I am going to vote for that. I hope that we can all soul search. It is not going to harm Parklands. Do you want him to move to Towanda or LeRoy? He has a place out there that he has worked with and he loves and he wants to build on two acres. Lock him in and say anything outside those two acres will be denied. I would make that in the form of a substitute motion. Chairman Sweeney stated the following: we already have a substitute motion on the floor. We are going to vote on the substitute motion and that might not be to your advantage then. Member Bostic stated the following: I think the worst possible thing has happened on this case and it is that emotion has jumped in. If you put all emotion aside and the trees and the bushes and you go back to your rules and regulations, your seven Findings of Fact – irregardless of Parklands' emotions, Mr. Reece's emotions, ZBA's emotions, our emotions, if you look at the black and white evidence that is presented, I do not think you can support this. I will be voting against Mr. Reece building in the agricultural district. Member Owens stated the following: the comment was made about letting him have the two acres. My understanding is that that's not what the ZBA looked at and that's not what was agreed upon so I don't know. Is there a possibility that we can even look at that? Doesn't it have to come through the ZBA? Mr. Hug stated the following: you may make your own decision on whether or not you want to send it back. The County Board has the authority. You are the

final arbitrators. You have the authority to put any conditions on this special use you choose; however, you must understand that any conditions must be enforceable and something that people can follow in the future, and that future County Boards and future zoning offices will actually follow up on. Member Renner stated the following: just to get back to one of the points that Member Selzer has made so effectively on many occasions, we need some degree of consistency and due process. There have been times when we have, as the ZBA has recommended, denied special use permits when only one of seven was not met. When five of seven are not met I cannot imagine how we can possibly go ahead and approve this. Particularly for me, criteria number two where the evidence was presented at the ZBA that there would be harm to Parklands even if it is confined to two acres and there was scientific evidence presented. That seems to be quite clear. Today I believe our wisest choice, and again, I agree with Member Bostic, would be to deny. Member Hoselton stated the following: I have a real problem with this you guys. This man bought the 20 acres. The previous owner had an opportunity to sell to Parklands but he did not wish to do so. I understand the individuals that want to vote against this. Twenty acres is a pretty large-sized area. I think Parklands and Mr. Reece have both got the same agenda and you people can't see the trees for the forest. He wants to put trees out there. He wants to make the place what Parklands was. How often does Parklands plant trees - very seldom, unless somebody donates the trees. Here is a case that can work on behalf of both parties. They have this slope and it is some angle. I had a drawing from where it goes from 0' to 35' drop. It is all in the eyes of the beholder how you interpret this. I spent a lot of time. I went there yesterday and I spent time with Mr. Dick and Mike going over their reasons for this. They are very capable people and I endorse their philosophy 100%. If we are sitting here thinking we have never done this before, I am sure we can find someplace in the archives where McLean County said two acres and then no more building. Mr. Hug said to me yesterday when I met with him, and correct me any time Brian, because of the law of perpetuity it can only go two generations. So if Mr. Reece says he won't do anything to this property, that agreement will only last two generations and then the law of perpetuity says they can go back to the Zoning Board. Brian is that correct? Mr. Hug stated the following: you mixed two parts of our discussion there. The rule against perpetuity is if a matter were placed in trust or it was tried to be maintained in one family and you cannot maintain, it has to vest to some point within what is called "lives in being plus 21 years," in other words, about two generations have to vest at some time. The conditions of a special use would apply until the County Board changes. Member Hoselton stated the following: thank you for clarifying what I was trying to say. I did spend a lot of time with this and I don't doubt that both parties and Mr. Dick and his staff have done an excellent job in studying the case but if we can get the two people to work together, Parklands is going to benefit and so will Mr. Reece. I sincerely hope that those that are sitting on the fence or haven't been called by a fellow Board Member, early morning bird watcher, or whoever, make their own decisions about this. I fully intend to go along with Mr. Reece. Member Selzer asked the following: how many acres of farm ground does someone have to have

to build a single family home without special use? Chairman Sweeney stated the following: 40. Member Selzer stated the following: then they have to live on the farm and the other rules apply. I guess that is my only point. I don't disagree that this may have been done before but I drove out there last night. This is beautiful area – just gorgeous. When do we draw the line? When do we say when? That's the problem that I have with the whole zoning ordinance. Here we have 100% of the property owners saying they object to it, yet I will go right back to Cheney's Grove Road again. When do we say yes and when do we say no? We have got to have a guide to follow. I would love to have a home on that property. It is drop-dead gorgeous, but then are we going to be inviting everyone along the Mackinaw and other beautiful places like that on 20-acre parcels to start residential areas. I don't think that is the intent of the code. Member Bostic stated the following: Member Hoselton alluded to the fact that Mr. Reece has planted trees and followed along exactly with what Parklands is doing. I applaud him for that, but Parklands does not live on the ground and I do not believe that Mr. Reece should either. Member Segobiano stated the following: I echo what Member Bass has said in regards to a person's dream. I guess that if we went back into history, I don't know what we would have done with the Indians, their freedom to live and move. This is nothing more than, as Duffy said, the dream of a man who bought some land and, as free American, wants to go out there and live his dream. I look on this situation as damned if you do and damned if you don't. I think that everybody in this room supports Parklands' efforts in what they are doing. All we have to do is look around the County. Yes, we deny some things and grant other things. We built an airport and everybody builds around it and then complains about the noise. We are going to be working on an east-side bypass pretty soon and we will be taking out hundreds of acres of beautiful farm ground and developers are going to move into it. This gentleman is sitting out there in the country and wants to build a home as a free American, to fulfill his dream. I see nothing wrong with it. I think we ought to give people the right to continue to live the liberties that we enjoy in this country and let him build his house, with some restrictions. I will support Mr. Reece. Member O'Connor stated the following: when people build homes in subdivisions, there are covenants in place. When they build a home there they accept those covenants. When Mr. Reece bought this property all of our policies were in place and I feel he should accept those policies and not build on that property. Member Owens stated the following: in just listening to some of the discussion that has been put forth today, and in talking with various Members one on one, I heard from people on this and the question is did they testify at the hearing? Well, no they didn't. We cannot vote on the passion of this. It has got to be on the rules and basically looking at the standards, the standards are not met. I was called by a gentleman and he said that Mr. Reece is a nice guy I think you ought to let him do it. I said I don't know this gentleman and I'm not saying he is not a nice guy. The thing is that we can't let emotion get in our way of this. Whether you are for Parklands or if you are for Mr. Reece, standards are put forth and we need to make sure that if you support or don't support this, you use the evidence to back it up. Just again to clarify, this is a time where, as Board Members, we have to set our passions

aside and look at the facts. The facts are clear. Five of the seven standards have not been met. Member Rackauskas stated the following: I think one of the beautiful things about controversy is that we learn. It is quite interesting that through all of this controversy we have brought great awareness of Parklands and its mission. Let's look at the positive. No matter what the outcome is today, I want to point out that there is a positive coming out of it. It is also learning that maybe we need to look at our codes and when we have conservation areas, maybe we need to look at whether we need a 10 mile or 100 mile perimeter around conservation land. Maybe we need tighter laws so you don't end up in controversy and when people buy land they know that. But as it sits today, we don't have that. That is what brings controversy sometimes. One of the interesting facts that we have to realize is that we do allow for special use. The law also relies on conditions. If everything was so cut and dry and we just had these standards and that's it, then why would we need special use? Why would we need conditions for land? Those are buffers. Those are there so we can react to the individual needs. We have a wonderful opportunity today as government, not just to put our fist down and say this is the law but a greater responsibility of government is to be a facilitator. We can be a facilitator between neighbors. I'm not asking that we compromise Parklands' mission. Those individuals have stepped forward to the plate. They individually have invested money for land. I'm just saying that we could have maybe helped facilitate communication and cooperation, not compromise, but cooperation. That is what we as government should do. These two people no matter what happens today, will go on to be neighbors. That is what we should look at. We are here to facilitate being a community, not to divide people. How can we live cooperatively together? I don't know if we have engaged that or facilitated that and I'm asking fellow Board Members to think about that today. Member Gordon stated the following: I appreciate the comments made. Member Rackauskas' observations I have heard before in other settings and we have heard them here on the Board and they are useful. It is something that certainly I will be thinking about and I would hope that all of us will be as well. The matter before us hinges not only on concepts such as community and cooperation, which I value highly, but also the matter before us does not hinge anywhere near alone on one individual's dream. We are also talking here about the County zoning ordinance, what it provides, standards that can be met, need to be met, and ultimately, in my view, this hinges very importantly on the integrity of the County zoning ordinance itself and our efforts to uphold what this County Board has enacted in the past, which we have asked others to comply with and they either have or have not achieved what it was that they wanted. I would call your attention, in summary, to the standards on pages three and four, standard number three in particular, "that the proposed special use standard will not impede in the orderly development of the surrounding property." That standard, I believe, clearly is not met and standard numbers six and seven "that the approval is not in conformance with the preamble to the regulations of the agricultural district in the County's zoning ordinance." That is a piece of legislation enacted by this County Board which I believe we must support, and standard number seven "that the applicable regulations of the

agricultural district” are not complied with as well. Mr. Chairman, I believe I am correct that the way my substitute motion was phrased, the motion to deny, if one is in support of Mr. Reece’s decision, then their vote would be no on that motion and those who are supportive of denying the special use permit would be voting yes. Is that correct? Chairman Sweeney stated the following: that is correct. Member Berglund stated the following: I would just like to go on record saying that I do agree with Sonny and Diane very much. I missed the meeting in June because I was on vacation, but I went in and read all the material. When I saw the staff recommendation from Building and Zoning that first went to the ZBA, I looked every place in the packet and could not find it. I made copies of it myself and compared it with everything else and I feel that the standards have not been met. I do wish that there was some way that we could make a change in the rules so that the original facts and findings would come to us so that we could see those also. Member Selzer asked the following: if this is turned down, could Mr. Reece re-apply in the future for another variation for other things? Mr. Hug stated the following: yes, the County’s zoning ordinance requires him to wait a year to apply for another special use again. Chairman Sweeney asked the following: is there any other discussion? We will have a roll call vote and the Chairman will vote. A yes means that you are denying the application for a special use permit. Mr. Hug stated the following: there should be two steps, one to allow the substitute motion and then vote on the substitute motion. Member Gordon stated the following: I moved a substitute motion and I don’t believe that a vote is held on whether to make that the business that we ultimately vote on. Mr. Hug stated the following: the body has not accepted the substitute motion yet. You have to agree to take the substitute motion and then you have to vote on the substitute motion. There was a main motion on the floor to approve the subdivision. There is a substitute motion on the floor and the Board must accept the substitute motion before it can vote on the substitute motion. You have a motion and a second, you must vote on whether or not to change the main motion to what is now the substitute motion. You have to steps. One is a procedural vote to accept or deny the motion and second to actually vote on the motion to deny. Chairman Sweeney stated the following: all those in favor signify by saying aye. Clerk Milton shows the majority of Members present voting in favor of the Motion. Motion carried. Chairman Sweeney stated the following: now we have the motion to deny the application for a special use permit based on the Findings of Fact. We will have a roll call on that. Clerk Milton shows the roll call vote as follows: Harding-yes; Hoselton-no; Moss-yes; Nuckolls-yes; O’Connor-yes; Owens-yes; Rackauskas-no; Renner-yes; Segobiano-no; Selzer-yes; Sorensen-yes; Baggett-no; Bass-no; Berglund-yes; Bostic-yes; Cavallini-no; Dean-no; Gordon-yes; and Sweeney-no. Chairman Sweeney stated the following: motion to deny is carried 11-8. I have comments to make before I turn it over to the Chairman of the Land Use Committee. I’m not upset but disillusioned about the process. I listened to the tapes of the ZBA and they were debating witnesses. They were asking questions that were inappropriate. I thought that was not the calling of the ZBA. They should not be doing that. I know the chairman was not there so they had a substitute but even at that the ZBA should know what their limits are. The

second thing that I am concerned about is the exparte communication. Our legal counsel tells us that we can't listen to people that talk about issues and things like that. We have an attorney for the applicant that sent letters out to all of us and some of the statements made in those letters were not correct. I am very concerned about that situation. The applicant also sent me and some others and maybe all of you, a certified letter indicating his preference for being able to build on this, as he says, two acres, but in reality it is 20 acres. I am also concerned about how we send out information in regards to the findings of the ZBA. ZBA was told by staff that five of the seven were not met, but the Board got no information at all regarding the pros and cons of each of the seven criteria. I believe that we should get that to make a reasonable decision based on the facts and not have to always listen to the tape. It was interesting listening to the tape but then again, we shouldn't have to do that. I would hope that in the future somehow we could turn something like this over to the Land Use Committee, others, or the staff to try to determine a way to make it more appropriate for this Board to make decisions based on information instead of having to go through the rigmarole that we just did. I feel sorry that the applicant is next to a park district, the Parklands. The reality is that, as you all know, I've been on this Board a long time and I've always taken the position of supporting the ZBA on property rights issues and the ZBA voted unanimously to do this. That is one of the reasons I was supportive of the ZBA's decision in this matter. So those are my comments.

Member Gordon stated the following: the General Report is located on pages 158-162.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have just one point of information for Board Members. This is just a reminder that the County picnic is this Thursday evening at Comlara Park at 6:00 p.m. You and your families are invited to attend. If you are planning to attend please let Christine know and also let her know your preference in terms of your dinner selection so we can forward that on to Mr. Wasson as he finalize the plans.

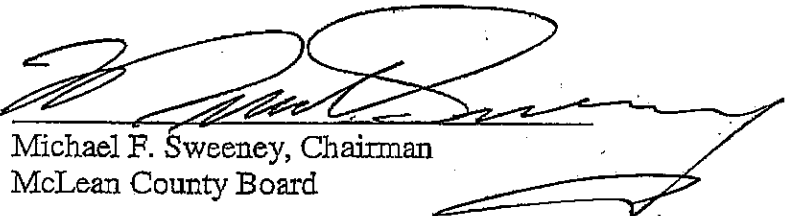
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

July 26, 2005

2005 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$553,661.35	\$553,661.35
Finance		\$903,511.63	\$903,511.63
Human Services		\$352,909.07	\$352,909.07
Justice	\$43,973.56	\$2,443,258.16	\$2,487,231.72
Land Use		\$16,060.71	\$16,060.71
Property		\$1,567,402.77	\$1,567,402.77
Transportation		\$2,066,110.63	\$2,066,110.63
Health Board		\$390,053.12	\$390,053.12
T.B. Clinic		\$17,887.74	\$17,887.74
Disability Board		\$49,760.72	\$49,760.72
Total	\$43,973.56	\$8,360,615.90	\$8,404,589.46




Michael F. Sweeney, Chairman
McLean County Board

Members Owens/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 Selzer/Bostic moved for adjournment until Tuesday, August 16, 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: 9:52 a.m.

Michael Sweeney
County Board Chairman




PeggyAnn Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 26th day of July, 2005, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 11th day of August, 2005.



PeggyAnn Milton
McLean County Clerk