

Proceedings
of the
County Board
of
McLean County,
Illinois

June 15, 2004

*Subject to approval at
July 27, 2004
County Board Meeting*



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June 15, 2004

The McLean County Board met on Tuesday, June 15, 2004 at 9:06 a.m. in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

The following Members answered to roll call:

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

The following Member was absent:

Diane Bostic

Appearance by Members of the Public and County Employees:

Chairman Sweeney stated the following: we have someone here from the Gift of Hope. I would like to introduce Brett Kesselring. Mr. Kesselring stated the following: my name is Brett Kesselring and I work for an organization called Gift of Hope Organ and Tissue Donor Network. We service all 180 hospitals in the State of Illinois promoting and making possible organ and tissue donations. In April every year, we like to recognize certain partners within the State that have gone above and beyond what is expected to make the gifts of organ and tissue donation possible. That is what brings us here this morning. Coroner Kimmerling and her staff have made available to us over the past year the use of their facilities on multiple occasions. One of the big struggles we face when families have given the gift of organ and tissue donation are time frames and when you throw in the extra circumstances of autopsies that are necessary for legal reasons it really stretches us and sometimes we are not able to make those gifts a reality. Because of her generosity and the ability of our staff to utilize her facility it is no stretch to say that at least 500 people in the past year were impacted by our ability to use her facility. In recognition of that we have a plaque here that says, "In appreciation for your commitment working in partnership with Gift of Hope and area hospitals to serve families who give hope through organ and tissue donation, Beth Kimmerling and staff, McLean County Coroner's office." I would like to take this opportunity to thank you for all of your assistance. Coroner Kimmerling stated the following: those of you who understand what the office does and those of you on the Justice Committee know how busy we have been over the past several years. This is one of those small things we can do for families to help them through the grieving process and it's great that we are able to help all those families.

Chairman Sweeney stated the following: before we go to the Consent Agenda, I would like to introduce our Representative, Dan Brady who is in the audience. Thank you for coming.

Consent Agenda:

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

The Consent Agenda read as follows:

1. Consent Agenda:

- A. Approval of the Proceedings of the County Board, May 18, 2004
- B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Letting Results from June 03, 2004 for County and Township Projects
 - 2) Bloomington Road District – Senator Harber Hall Bridge Repair Petition – Sec 00-05126-00-BR
 - 3) Engineering Service Agreement – Rice, Berry & Associates
Sec 04-00044-09-BR – LeRoy Lexington Road
Sec 04-00027-04-BR – Towanda East Road
- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Approve the application of Trudy Shea in case SU-04-07, parcel number (14) 13-33-477-011. She is requesting a special use to allow a public stable accessory to a single family dwelling in the Agriculture District on property which is located in Dry Grove Township at 14148 N 900 East Road, Bloomington, IL.
 - b) Approve the application of Earl Vandegraff, in case SU-04-10, parcel numbers (20) 09-08-226-008 & 09-09-100-009. He is requesting a special use to allow a public stable accessory to a single family residence in the Agriculture District on property which is located in Lexington Township at 26151 E. 2500 North Road, Lexington, IL
 - c) Approve the application of Kent and Kristi Smith, in case SU-04-11, parcel no. (25) 35-02-200-002. They are requesting a special use to allow the applicants to build a single family residence in the Agriculture District due to unique circumstances on property which is located in Randolph Township at 16469 E. 200 North Road (U.S. Route 136), Heyworth, IL
 - 2) Subdivision Case:
 - a) Approve the application of Brad Glenn and Craig Alexander for a waiver of preliminary plan requirements and a one lot final subdivision plat for Commercial Subdivision, File No. S-04-09. The property is located in Mount Hope Township immediately southwest of the intersection of U.S. Route 136 and 575 East Road

- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
 - 1) Finance Committee:
 - a) Semi-Annual Financial Reports for the Circuit Clerk, County Clerk, Coroner and the Sheriff for Period July 1, 2003 – December 31, 2003 on File in the County Clerk's Office – County Clerk
 - b) Request Approval for Permission to Seek Bids for a Storage Area Network – Recorder's Office
 - 2) Property Committee:
 - a) Request Approval of a Stericycle Contract for the McLean County Nursing Home – Facilities Management
 - b) Request Approval of a Tractor/Loader Lease Agreement – Parks and Recreation Department
- F. Chairman's Appointments with the Advice and Consent of the County Board:
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:
 - Chenoa Fire Protection District
Joe Vercler
29897 N. 2950 E. Road
Chenoa, IL 61726
Re-appointed to a three year term
scheduled to expire on June 30, 2007.
 - T.B. Care and Treatment Board
Jay Willey, M.D.
2406 East Washington Street
Bloomington, IL 61701
Re-appointed to a three year term
scheduled to expire on June 30, 2007
 - McLean County Board of Health
Jay Willey, M.D.
2406 East Washington Street
Bloomington, IL 61701
Re-appointed to a two-year term
scheduled to expire on June 30, 2006

Zoning Board of Appeals
David Kinsella
Box 153
Merna, IL 61758
Re-appointed to a five year term
scheduled to expire on June 27, 2009

APPOINTMENTS:

Mt. Hope-Funks Grove Fire Protection District
Bradley D. Wade
6355 E 535 N Road
McLean, IL 61754
Appointed to a three year term
scheduled to expire on June 30, 2007

Saybrook-Arrowsmith Fire Protection District
Bruce E. Butler
33398 E 1000 N Road
Arrowsmith, IL 61722
Appointed to a three year term
scheduled to expire on June 30, 2004

McLean County Board of Health
Rebecca Sue Powell
21 Bent Tree lane
Towanda, IL 61776
Appointed to a three year term
scheduled to expire on June 30, 2007

Emergency Telephone Systems Board
Kent Crutcher
Normal Police Department
100 East Phoenix Street
Normal, IL 61761
Appointed to fill vacancy in un-expired term
through January, 2006, effective
July 1, 2004

RESIGNATIONS:

Saybrook-Arrowsmith Fire Protection District
Marla D. Jones
37836 E 1000 N Road
Saybrook, IL 61770

Mt. Hope-Funks Grove Fire Protection District
Ron Fitchhorn
RR 1, Box 38
McLean, IL 61754

McLean County Board of Health
Barb Nathan
407 East Vernon
Normal, IL 61761

Emergency Telephone Systems Board
Walt Clark
Normal Police Department
100 East Phoenix Street
Normal, IL 61761
Announced retirement as Normal
Police Chief effective July 1, 2004

G. Approval of Resolutions of Congratulations and Commendation

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on June 8, 2004 for a letting held on June 3, 2004 for One (1) McLean County 2004 Construction Section, and One (1) Township Construction Section, and

WHEREAS, the Transportation Committee duly approved the bids on June 8, 2004.

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

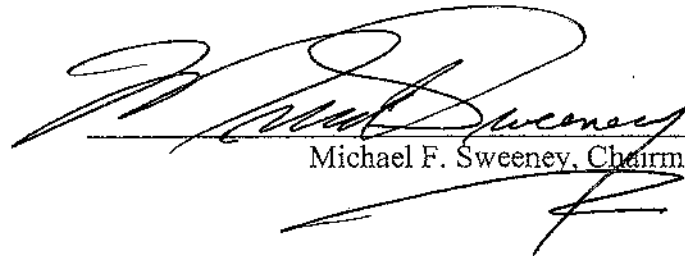
2004 CONSTRUCTION SECTION:

Otto Baum Company, Inc. Morton, Illinois, was the successful bidder on the following section:

Bloomington R.D..... Sec. 00-05126-00-BR.....@ \$ 65,945.50

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

McLean County Sec. 03-00071-02-WR.....@ \$506,867.54



Michael F. Sweeney, Chairman McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County in the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on June 15, 2004.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 15th day of June A.D., 2004.

[SEAL]


McLean County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT
JUNE 03, 2004 LETTING

McLEAN COUNTY
SEC. 03-00071-02-WR

ITEM	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE		ROWE BID BOND		HJ EPEL & CO BID BOND	
				TOTAL	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
EARTH EXCAVATION (WIDENING)	CU YD	545	\$35.00	\$19,075.00	\$21.80	\$11,881.00	\$23.40	\$12,753.00	
BIT MTLs PR CT (RC-70)	GAL	3,000	\$2.50	\$7,500.00	\$1.80	\$5,400.00	\$2.00	\$6,000.00	
AGGREGATE (PRIME COAT)	TON	150	\$15.00	\$2,250.00	\$12.00	\$1,800.00	\$12.00	\$1,800.00	
BIT MTLs PR CT (MC-30)	GAL	300	\$4.00	\$1,200.00	\$0.01	\$3.00	\$2.50	\$750.00	
BIT SURF REM BUTT-JT	SQ YD	221	\$21.00	\$4,641.00	\$22.24	\$4,915.04	\$12.00	\$2,652.00	
PCC SURF REM BUTT-JT	SQ YD	107	\$25.00	\$2,675.00	\$25.50	\$2,728.50	\$12.00	\$1,284.00	
TEMPORARY RAMP	SQ YD	102	\$18.00	\$1,836.00	\$21.00	\$2,142.00	\$7.50	\$765.00	
INCIDENTAL BITUMINOUS SURFACING	TON	300	\$90.00	\$27,000.00	\$85.00	\$25,500.00	\$80.00	\$24,000.00	
BITUMINOUS PAVEMENT REMOVAL 9"	SQ YD	320	\$20.00	\$6,400.00	\$25.00	\$8,000.00	\$9.75	\$3,120.00	
AREA REF CR CON TRA	SQ YD	26,900	\$0.85	\$22,865.00	\$0.67	\$18,023.00	\$0.70	\$18,830.00	
AGGREGATE SHOULDERS, TYPE B	TON	2,400	\$20.00	\$48,000.00	\$16.50	\$39,600.00	\$15.75	\$37,800.00	
BITUMINOUS SHOULDERS SUPERPAVE	TON	20	\$140.00	\$2,800.00	\$85.00	\$1,700.00	\$47.60	\$952.00	
BITUMINOUS BASE COURSE SUPERPAVE 9"	SQ YD	320	\$30.00	\$9,600.00	\$43.00	\$13,760.00	\$25.90	\$8,288.00	
BC BC WIDE SUPER 6	SQ YD	3,272	\$22.00	\$71,984.00	\$16.25	\$53,170.00	\$18.75	\$61,350.00	
BC SC SUPER "C" N50	TON	2,400	\$45.00	\$108,000.00	\$40.55	\$97,320.00	\$42.50	\$102,000.00	
BC BC SUP IL-19.0 N50	TON	4,750	\$40.00	\$190,000.00	\$35.90	\$170,525.00	\$39.50	\$187,625.00	
LEV BIND MM SUPER N50	TON	1,200	\$48.00	\$57,600.00	\$42.00	\$50,400.00	\$41.50	\$49,800.00	
				\$583,426.00		\$508,667.54		\$519,769.00	
						-13.12%		-10.91%	

McLEAN COUNTY
SEC. 04-00057-10-BR

ITEM	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE		STARK BID BOND		OTTO BAUM CO BID BOND	
				TOTAL	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
CONCRETE REMOVAL	CU YD	44.6	\$225.00	\$10,035.00	\$299.00	\$13,335.40	\$975.00	\$43,485.00	
BRIDGE RAIL REMOVAL	FOOT	266	\$12.00	\$3,192.00	\$14.50	\$3,857.00	\$15.00	\$3,990.00	
CONCRETE STRUCTURES	CU YD	3.9	\$1,200.00	\$4,680.00	\$1,600.00	\$6,240.00	\$1,955.00	\$7,624.50	
CONCRETE SUPERSTRUCTURE	CU YD	38	\$1,000.00	\$38,000.00	\$1,400.00	\$53,200.00	\$1,270.00	\$48,260.00	
PROTECTIVE COAT	SQ YD	130	\$2.00	\$260.00	\$3.00	\$390.00	\$1.25	\$162.50	
REBARS, EPOXY COATED	POUND	11,230	\$2.00	\$22,460.00	\$2.00	\$22,460.00	\$1.32	\$14,823.60	
STEEL BRIDGE RAIL, TYPE SM	FOOT	272	\$70.00	\$19,040.00	\$91.00	\$24,752.00	\$107.00	\$29,104.00	
NAME PLATES	EACH	1	\$250.00	\$250.00	\$350.00	\$350.00	\$420.00	\$420.00	
DECK SLAB REPAIR	SQ YD	5.5	\$1,500.00	\$8,250.00	\$750.00	\$4,125.00	\$620.00	\$3,410.00	
				\$106,167.00		\$128,709.40		\$151,279.60	
						21.23%		42.49%	

BLOOMINGTON RD
 SEC. 00-05126-00-BR NON-MFT

ITEM	UNITS	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS		STARK		OTTO BAUM CO	
					ESTIMATE	TOTAL	BID PRICE	TOTAL	BID PRICE	TOTAL
FURNISHING EXCAVATION	CU YD	50	\$15.00	\$750.00			\$40.00	\$2,000.00	\$39.00	\$1,950.00
POROUS GRANULAR EMBANKMENT	TON	50	\$15.00	\$750.00			\$25.00	\$1,250.00	\$46.50	\$2,325.00
STONE DUMPED RIPRAP, CLASS A5	TON	70	\$40.00	\$2,800.00			\$48.00	\$3,360.00	\$65.00	\$4,550.00
CLASS D PATCHES, TYPE IV, 8"	SQ YD	32	\$60.00	\$1,920.00			\$130.00	\$4,160.00	\$155.00	\$4,960.00
REMOVAL OF EXISTING STRUCTURES	L SUM	1	\$5,000.00	\$5,000.00			\$3,750.00	\$3,750.00	\$5,500.00	\$5,500.00
STRUCTURE EXCAVATION	CU YD	22	\$20.00	\$440.00			\$20.00	\$440.00	\$52.00	\$1,144.00
CONCRETE STRUCTURES	CU YD	6.3	\$1,000.00	\$6,300.00			\$870.00	\$5,481.00	\$875.00	\$5,512.50
REBARS	POUND	540	\$1.50	\$810.00			\$4.00	\$2,160.00	\$4.40	\$2,376.00
STEEL SHEET PILING	SQ FT	1,840	\$40.00	\$73,600.00			\$28.75	\$52,900.00	\$20.45	\$37,628.00
				\$92,370.00				\$75,501.00		\$65,945.50
										-28.61%

Sec. 2004 Bloomington RD - Non-MFT Bridge Repair

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

2004 Bloomington Road District Non-MFT Bridge Repair Drainage Structure located at 900 feet West of the Intersection of 1600 East and 910 North.

Gentlemen:

Bloomington Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the Illinois Compiled Statutes as amended; repair a drainage structure located at 1580 East 910 North in Bloomington Road District.

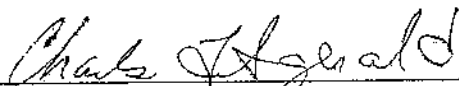
That of the funds appropriated at the November 2003 meeting of the McLean County Board, \$ 40,000 be used as the County's share of the cost of this structure.

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

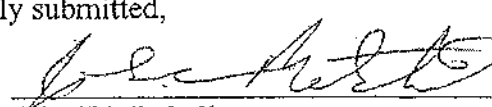
Bloomington Road District further states that the County Engineer of Highways has made a survey of the damage and has determined that repairs are necessary and has estimated that the cost of the repair work shall be \$ 80,000.

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

Respectfully submitted,

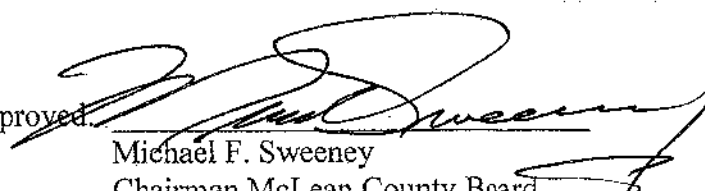

Bloomington Township
Highway Commissioner

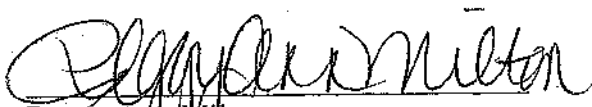
Approved:


John E Mitchell
County Engineer, McLean County, IL 6-7-04

ATTEST

Approved:


Michael F. Sweeney
Chairman McLean County Board


Peggy Ann Milton
McLean County Clerk

Date:

June 15, 2004

PRELIMINARY ENGINEERING SERVICES AGREEMENT

<u>LOCAL AGENCY</u>	<u>CONSULTANT</u>
County: McLean	Name: Rice, Berry and Associates
Township:	Address: 801 South Durkin Drive
Section: 04-00044-09-BR	City: Springfield
04-00027-04-BR	State: Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, 2004 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTIONS.

SECTION DESCRIPTION

Name _____ Length 0.10 mile

Structure No. Existing 057-4400 Existing 057-5602

Location NW 1/4, Sec 5, T22N, R4E, 3rd P.M., 3 miles north of LeRoy
SW 1/4, Sec 4, T24N, R3E, 3rd P.M., 1 mile east of Towanda

Description: Bridge replacement

DEFINITION

DEPARTMENT Illinois Department of Transportation

AGREEMENT PROVISIONS

THE ENGINEER AGREES

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

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

THE LA AGREES

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

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

Schedule for Percentages Based on Awarded Contract Cost

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

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

<u>Grade Classification of Employee</u>	<u>(2004B) Hourly Rate</u>
Principal	\$134.50
Engineer 9	131.50
Engineer 8	118.00
Engineer 7	104.00
Engineer 6	97.50
Engineer 5	86.00
Engineer 4	82.50
Engineer 3	76.00
Engineer 2	72.00
Engineer 1	65.50
Technician 7	85.00
Technician 6	76.00
Technician 5	67.50
Technician 4	59.00
Technician 3	52.50
Technician 2	47.00
Technician 1	42.00
Clerical 2	62.50
Clerical 1	44.00
Accountant	60.00

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

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

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

IT IS MUTUALLY AGREED

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

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

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

Executed by the LA:

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

ATTEST:

By *Gregory A. Milton* By *Paul R. [Signature]*
County Clerk

(SEAL)

Title: Chairman, County Board

Executed by the ENGINEER:

Rice, Berry and Associates
801 South Durkin Drive
Springfield, Illinois 62704-1313

ATTEST:

By *Steven W. [Signature]* By *Michael G. Berry*
Civil Engineering Manager Executive Vice President

(SEAL)

HAMPTON, LENZINI AND RENWICK, INC.

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

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

I. SELECTION OF LABOR

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

II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

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

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

1. Publishing a statement:

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

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

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

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


Signature of Authorized Representative

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

36-2555986
Requisition/Contract/Grant
ID Number

5/28/04
Date

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 Trudy Shea in case SU-04-07, parcel number (14) 13-33-477-011. She is requesting a special use to allow a public stable accessory to a single family dwelling in the Agriculture District on property which is part of Section 33, Township 24N, Range 1E of the 3rd P.M.; and is located in Dry Grove Township at 14148 N 900 East Road, Bloomington, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 1, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT --The 14.5 acre property is currently occupied by a single family dwelling, barn and pasture. The topography of the property is hilly and slopes to the west. The property has 100 feet of frontage on the west side of 900 East Road (Jolly's Lake Road) which is an oil and chip road 21 feet in width.

SURROUNDING ZONING AND LAND USE: The property is in the Agriculture District. The land to the east south and west is also in the Agriculture District. The land to the north is in the R1-Single Family Residence District. The property is surrounded by land used for single family dwellings.

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 owns and operates Raspberry Grove Equestrian Center from the property. The applicant indicated that she bought the property in 1993, has lived there since then and has boarded horses on the property since that time. The applicant and an adjacent property owner testified that the previous owner also boarded other peoples' horses on the property. Nearby residents indicated that they see very little traffic to and from the subject property, enjoy the view of the property and appreciate the open space the property offers. The applicant indicated that she does not propose to expand her operation and would not have more than 16 horses boarded on 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. This stable has been

operating harmoniously in the area for many years. According to nearby residents, it does not have an adverse affect on surrounding properties.

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. Several nearby residents indicated that the view of the stable and the view of the open space of the property are assets to the value of their own residential properties.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed public stable will be served by a septic system approved by the County Health Department.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. A representative of the County Engineer testified that safe sight distance cannot be provided to traffic from the south. The applicant and several neighbors testified that there have been no accidents at the access to this property. A representative of the County Engineer testified that if people enter the property using a right turn and if people leave the property also use a right turn, that safe ingress and egress can be provided; he indicated that this would likely be difficult if not impossible to enforce. The applicant testified that she would incorporate in contracts with all of her clients that they would be required to enter and leave the property using right hand turns; that they would be subject to dismissal if they violated this condition.
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. Several nearby residents indicated that the view of the stable and the view of the open space of the property are assets to the value of their residential properties.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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

Therefore this Board recommends that a special use be granted on the property described above to allow a special use to allow a public stable accessory to a single family residence in the Agriculture District, provided that the construction and placement follow the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, provided customers are required to enter and exit the property using right turns (this shall be incorporated into contracts with clients and a sign shall be placed on the north side of the drive way indicating right turn only that can be easily seen when exiting the property), provided a maximum of 16 horses are stabled on the property of which a maximum of five are horses boarded for other people, provided there would only be a maximum of one full time trainer and provided one handicap parking space is provided.

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 1st day of June 2004, McLean County Zoning Board of Appeals

(Sally Rudolph)
Chair

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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Earl Vandegraft, in case SU-04-10, parcel numbers (20) 09-08-226-008 & 09-09-100-009. He is requesting a special use to allow a public stable accessory to a single family residence in the Agriculture District on property which is part of Section 9, Township 25N, Range 4E of the 3rd P.M.; and is located in Lexington Township at 26151 E. 2500 North Road, Lexington, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 1, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 20 acre property is currently occupied by a single family dwelling, barn and pasture. The topography of the property is relatively flat and drains to the south. The property has 1190 feet of frontage on the south side of 2500 North Road which is an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USE: The property is in the Agriculture District and is surrounded by land in the Agriculture District. The land to the north and south is in crop production. The land to the east and west is occupied in part by single family residences and in part crop production.

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

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant owns and operates Vandegraft Arabians, which has been in operation for over 15 years. The applicant has a 310 by 200 foot barn that has 42 stalls. The applicant currently has 23 horses and two donkeys on this property. The applicant currently boards nine horses. The applicant is proposing to have up to a maximum of 42 horses, one for each stall. The applicant does not intend to give riding lessons to individuals.
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. This stable has been operating harmoniously in the area for many years; it will not likely have an adverse affect on surrounding properties.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed use will be served by a private well in order to provide water for cleaning of equipment. The applicant has obtained approval from the County Health Department for a septic system for this stable. The property has adequate frontage on a public 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 site distance can be provided at the existing entrance. The applicant has obtained an entrance approval from the Lexington Township Road Commissioner for this use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The Agriculture District is intended to provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial, and industrial areas is most desirable. A Public Stable is allowed only as a Special Use in the Agriculture District. It is prohibited in all other zoning districts.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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

Therefore this Board recommends that a special use be granted on the property described above to allow a special use to allow a public stable accessory to a single family residence in the Agriculture District, provided that the construction and placement follow the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, provided a maximum of 42 horses are boarded at the property and provided one handicap parking space is provided.

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 1st day of June 2004, McLean County Zoning Board of Appeals

(Sally Rudolph)
Chair

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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Kent and Kristi Smith, in case SU-04-11, parcel no. (25) 35-02-200-002. They are requesting a special use to allow the applicants to build a single family residence in the Agriculture District due to unique circumstances on property which is part of Section 2, Township 21N, Range 2E of the 3rd P.M.; and is located in Randolph Township at 16469 E. 200 North Road (U.S. Route 136), Heyworth, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 1, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The five acre property is currently in pasture, it is gently sloping and hilly. The property drains to the center of the property and then to the west. The property has 451 feet of frontage on the south side of U.S. Route 136, an asphalt road 24 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 occupied by land in crop production and land used for single family residences. The land to the south and west is in crop production.

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

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicants appealed the decision of the Director of Building and Zoning, who would not allow this application to be filed due to the 2000 amendment of the Zoning Ordinance which does not allow residential lots in the Agriculture District to be divided for additional residences, in case AP-04-02. The Zoning Board granted the appeal in this case when the applicants demonstrated how they had spent significant resources having the property surveyed and obtaining approval for an entrance from the Illinois Department of Transportation (IDOT) prior to the changes being adopted in the new Zoning Ordinance. The Zoning Board of Appeals found that this application should be allowed to be filed due to unique circumstances. In addition, the site is an isolated tract that is in pasture and not desirable for crop production.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is in pasture and has relatively poor soils. Nearby property to the east, south, and west that is currently used for crop production will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The subject parcel is

sloping and not well suited for crop production. Nearby land that is suitable for crop production will continue to be suitable for such.

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 450 feet of frontage on the south side of U.S. Highway 136.
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 preliminary approval but will need to obtain an entrance permit from the Illinois Department of Transportation (IDOT) for the proposed entrance.
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, that due to unique circumstances this application should be allowed to be filed as shown in the appeal of the decision of the Director of Building and Zoning in case no. AP-04-02 and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District - the land is found to be unsuitable for farming.

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 an entrance permit is obtained from the Illinois Department of Transportation.

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 1st day of June 2004, McLean County Zoning Board of Appeals

(Sally Rudolph)
Chair

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

ORDINANCE OF APPROVAL
OF FINAL PLAT
Commercial Subdivision, File S-04-09

WHEREAS, Brad Glenn and Craig Alexander have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the Commercial Subdivision, file number S-04-09, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Brad Glenn and Craig Alexander have subdivided one lot from their property in order to sell a lot to be developed for commercial use; and

WHEREAS, Brad Glenn and Craig Alexander have prepared a document to be recorded with this plat that states storm water detention/retention will be installed on this property as part of the building permit process; 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

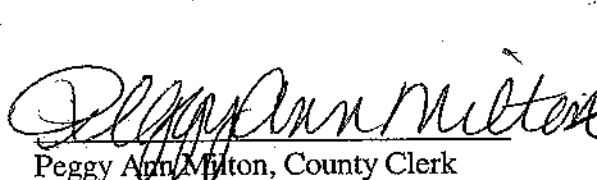
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

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

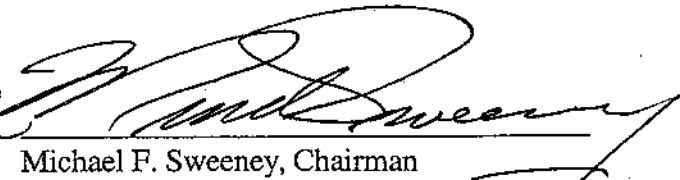
Adopted by the County Board of McLean County, Illinois this 15th day of June, 2004

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-04-09

1. REFERENCE

- a. Meeting date: June 3, 2004
- b. Subdividers' names: Brad Glenn and Craig Alexander
- c. Subdivision name: Commercial Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: Immediately southwest of the intersection of U.S. Route 136 and 575 E Road
- b. Township: Mount Hope Township
- c. Parcel Numbers: Part of 33-01-200-001
- d. Existing zoning: Commercial District
- e. Applicant request: A waiver of preliminary plan requirements and a one lot final subdivision plat for the Commercial Subdivision
- f. Existing land use: Vacant – land is covered by grass

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: 3 acres in area
- b. County Health Department: Recommends approval of the proposed subdivision plat.
- c. County Highway Department: The Mount Hope Township Road Commissioner has signed a plat access certificate for this subdivision. The applicants and the purchaser of this lot have signed an agreement that stormwater detention/retention will be installed in conformance with such requirements of the McLean County Subdivision Ordinance as part of the building permit process. The County Highway Department has not reviewed the plat by the time this report was distributed but will review before the Committee meeting.

Staff recommends that the waiver of preliminary plan requirements and the Commercial Subdivision provided the Health Department and the Highway Department agree that the final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director



PEGGY ANN MILTON
COUNTY CLERK
(309) 888-5190
Fax (309) 888-5932
Tax Extension (309) 888-5187
Voter's Registration (309) 888-5186
104 W. Front Room 704 Bloomington, IL 61701
E-mail: peggyann@mclean.gov Website: www.mclean.gov

DATE: April 28, 2004
TO: Honorable Michael Sweeney, Chairman, McLean County Board
FROM: Katie Flynn, Tax Administrator *Katie Flynn*
RE: Semi-Annual Financial Reports

Please be advised that the July 1, 2003 through December 31, 2003 Semi-Annual Financial Reports are on file in the McLean County Clerk's office for the following McLean County Departments:

- Circuit Clerk
- Clerk
- Coroner
- Sheriff

Please notify the County Board accordingly.

Thank you.

cc: John Zeunik



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

Michael F. Sweeney
Chairman

June 10, 2004

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

Your FINANCE COMMITTEE herewith respectfully recommends approval of the request received from the County Recorder of Deeds and the Director of Information Services Department to seek bids for the purchase of a Storage Area Network (SAN) device for the Recorder of Deeds Office.

The purchase of a Storage Area Network (SAN) device can be funded from fees collected and deposited in the County Recorder's Document Storage Fund 0137.

Respectfully submitted,

The FINANCE COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Don J. Cavallini

District #2
Matt Sorensen
Rick Dean

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Ann Harding
Duane Moss

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

District #6
George J. Gordon
David W. Selzer

District #7
PA. "Sue" Berglund
Bette Rackauskas

District #8
Paul R. Segobiano
Tori Renner

District #9
Chris Kalapp
Cathy Aharl

District #10
Benjamin J. Owens
Bob Nuckolls



Ruth Weber
County Recorder

(309) 888-5171 Fax (309) 888-5927 e-mail: ruth@mclean.gov
104 W. Front, Room 708 P.O. Box 2400 Bloomington, Illinois 61702-2400

Request Permission to Seek Bids for Storage Area Network

June 1, 2004

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

The Office of the Recorder and Information Services respectfully request permission to seek bids for a Storage Area Network (SAN). A SAN is a group of large-scale computer storage devices that provide storage in a flexible manner when standard disk drive storage is no longer an adequate solution.

Information Services believes that the disk space originally specified by Cott Systems is no longer an adequate solution. The Cott system uses a directory system which is extremely space intensive. Additionally, the image conversions that were performed during the load of these images from the former Fidlar recording system yielded slightly larger images than the original images.

Currently the disk drive housing the Database for the Office of the Recorder has a capacity of 146,523,922,840 bytes, or 146 GB. The capacity remaining is 11,527,589,888 bytes, or 11 GB. Server disk drive capacities are charted monthly by Information Services. Below is a chart demonstrating the usage of space over the past few months:

Month	Bytes Free
January	14,902,518,910
February	13,654,092,690
March	12,948,880,634,
Current	11,092,905,984

The anticipated cost of this SAN is between \$30,000 and \$50,000. Sufficient monies are available in the Fiscal Year 2004 Recorder's Document Storage Fund to accommodate this expense.

Having faced this space dilemma twice within a five year period, Information Services is recommending a SAN solution of at least 500GB which will result in at least a 20 year storage solution while still providing storage for conversion should a new System be necessary within that 20 year timeframe.

Information Services would like to address this situation before it reaches a critical point. We expect the bid process to require at least two months and are therefore requesting permission to move forward seeking bids at this time.

We will gladly answer any questions you may have.

Respectfully submitted,

Ruth Weber
McLean County Recorder

Craig Nelson
Director, Information Services



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

Michael F. Sweeney
Chairman

June 10, 2004

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

Your PROPERTY COMMITTEE herewith respectively recommends approval of the proposed contract agreement between Stericycle, Inc. 28161 North Keith Drive, Lake Forest, Illinois, and McLean County for the pick-up and disposal of medical waste at the McLean County Nursing Home.

Funding for this service has been appropriated in the fiscal year 2005 adopted budget of the McLean County Nursing Home.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Bostic

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

District #7
RA, "Sue" Berglund
Bette Rackauskas

District #9
Chris Kalapp
Cathy Ahari

District #2
Matt Sorensen
Rick Dean

District #4
Ann Harding
Duane Moss

District #6
George J. Gordon
David W. Setzer

District #8
Paul R. Segobiano
Tarl Renner

District #10
Benjamin J. Owens
Bob Nuckolls



STERI-SAFE SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into as of this 25 day of May, 2004 by and between the
Office of McLean County Nursing Home ("Customer") and Stericycle, Inc. (Stericycle), a Delaware corporation.

Service Address

Billing Address (If Different)

Address 901 North Main Street
City/State/Zip Normal, IL 61761-1501
Mail _____
Phone 309-888-5380 Fax _____
Contact Sharon Title _____

Address _____
City/State/Zip _____
E-Mail _____
Phone _____ Fax _____
Contact _____ Title _____

RECEIVED

MAY 25 2004

Facilities Mgt. Div.

The parties agree as follows:

The effective/start date of this agreement is 6/01/2004 *ZA*

Stericycle shall remove and dispose of Customer's Biomedical Waste subject to the terms and conditions set forth below.

Stericycle will provide additional compliance services for the prices applicable to the service program level Customer has selected below. The first removal and disposal of waste from Customer shall occur after the scheduled number of weeks has elapsed after the effective date of this Agreement (**Circle your program level selection**)

per Month Economy (\$160) (medical waste disposal only) STANDARD (\$____) SELECT (\$____) PREFERRED (\$____)

Service Frequency/Year (1) 52 () 26 () 13 () 6 () 4 () 3 () 2 ()
(1x/wk) (1x/2wks) (1x/4wks) (1x/8wks) (1x/12wks) (1x/16wks) (1x/24wks)

Payment Schedule MONTHLY * (\$160.00) QUARTERLY (____) ANNUALLY (____)
Monthly payment available for pick up frequency greater than thirteen per year.

Additional Pick Up Charge (\$75)

*****BY SIGNING BELOW I UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS ON THE SECOND PAGE OF THIS AGREEMENT*****

CUSTOMER: X _____ Title _____ Date _____

STERICYCLE: X _____ Title Major Account Executive _____ Date _____

STERICYCLE USE ONLY		Revised 3/6/01
Salesperson _____		
Type of Agreement (Circle One) <input type="checkbox"/> New -X Renewal - <input type="checkbox"/> New Service Location • <input type="checkbox"/> Service Change • <input type="checkbox"/> Contract Change		
Term of agreement <u>60</u> Months Copy Sent To Corporate -Date /____/____ Initials _____		
Container Type _____ Size _____ Qty _____ Type Size _____ Qty _____ None _____ Sharps Forms Sent _____		
Tax Exempt: YES NO If YES, ID# _____ (copy must accompany paperwork)		
Purchase Order (if applicable) # _____ From ____/____/____ to ____/____/____		
Segment Code _____ Pricing Type _____ Customer No. 1000802 Site ID No. 001		
Automatic Payment via Bank <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, Account # _____ Bank Name _____		
Automatic Credit Card Payment <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, Individual to contact: _____ (____) _____		
Routing Information (Operations Department):		
Route # _____ Cycle Begins Date <u>6/03/2004</u> Day of Service: <input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wed X Thurs <input type="checkbox"/> Fri		
Map Page/ Grid # _____ Routing Comments (Hours) _____		
Service Area <u>CN</u> (Required)		

Biomedical Waste Services (a) Stericycle, Inc. ("SRCL") shall collect, transport, treat and dispose of all Biomedical Waste generated by Customer during the term of this Agreement. "Biomedical Waste" means sharps, hypodermic needles, syringes, microbial cultures, tissue cultures, animal tissues or organs, animal carcasses, animal bedding, laboratory animal cages and slides that meet the definition of regulated medical waste under 29 CFR 1910.1030 or 49 CFR 173.134; infectious substances arising from the agents listed under 49 CFR 173.134; and discarded items which may have been contaminated by chemotherapeutic, cytotoxic, or antineoplastic drugs and/or agents, provided that such items, including vials and ampoules, shall be "empty" as defined in applicable federal, state, county or municipal laws, regulations and guidelines.

"Non-Conforming Waste" means (i) any waste or other material not falling within the definition of Biomedical Waste; and, to the extent not covered by (i), (ii) fetal remains and human anatomical parts; (iii) radioactive, reactive, corrosive, ignitable or toxic wastes and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines; (iv) pharmaceutical materials (except as allowed under subsection (a) of this section or to the extent that Stericycle gives prior written approval and the pharmaceuticals are packaged according to instructions provided); (v) RCRA characteristic chemotherapy waste which has an alcohol base that makes the mixture flammable, such as Vespid; and (vi) Chlorambucil, Cyclophosphamide, Daunomycin, Melphalan, Mitomycin C, Streptozotocin, and Uraoil Mustard (which are listed RCRA Hazardous Waste and must be managed as such). "Non-Conforming Waste" shall also include improperly classified and/or improperly packaged Biomedical Waste. Customer shall only place Non-Conforming Waste in designated sharps containers. SRCL may at its discretion refuse to collect containers that are improperly packaged or labeled, or that are wet or leaking, and in any event SRCL shall be liable for all injuries, losses and damages that result from such containers. Title to Biomedical Waste collected from Customer shall transfer and vest in SRCL at the time it is loaded into SRCL's truck. Customer shall have title to Biomedical Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times.

Term and Pricing The term of this Agreement shall be sixty (60) months from the date of execution of this Agreement. This Agreement shall automatically renew for successive terms of one year each ("Extension Terms") unless either party has notified the other party in writing during the sixty (60) month period prior to any such renewal date of its desire to terminate this Agreement. All Extension Terms shall be subject to the same terms and conditions as this original Agreement. SRCL may adjust the contract price to account for operational changes it implements to comply with changes in law, to cover increases in the cost of fuel, insurance, or reside costs, or to otherwise address cost escalation. SRCL may charge Customer a fee to cover its administrative costs in the event that Customer changes its service requirements during the term of this Agreement. **CONTRACT EXPIRES JUNE 30, 2005.**

Customer breaches this Agreement by terminating SRCL's collections prior to the expiration of its Term or any Extension Term, or in any other way violates this agreement in a way that SRCL's continued performance is rendered impossible or commercially impracticable, then, in addition to any rights and remedies SRCL may have at law or in equity, SRCL shall be entitled to collect from Customer an amount in liquidated damages equal to 50% of Customer's average charge on a monthly basis based on the 12 months' billings prior to the cessation of collections (or based on any lesser period if the contract began less than twelve months earlier) times the number of months, including prorated partial months, remaining until the expiration date of the Term or Extension Term. Customer hereby acknowledges that SRCL's damages resulting from the premature termination of collections are not easily estimable, and include lost profits, inefficiencies resulting from route changes and reduced treatment plant throughput, increased administrative overhead, unrecoverable training/instruction costs, and other elements of injury, and acknowledges further that the foregoing charge is reasonable and is not a penalty.

SRCL shall have the right to terminate this Agreement at any time by giving Customer at least sixty (60) days notice in the event that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit or required to perform this Agreement or in the event that a change in any regulation or ordinance makes it impractical or uneconomical, in SRCL's sole discretion, to continue performing this Agreement.

Billing SRCL shall provide Customer with monthly, quarterly or annual invoices that are due upon receipt. Customer agrees to pay a late charge on any amounts owed to SRCL that are more than 30 days old, at a rate equal to the lesser of 1 1/4% per month or the maximum rate permitted by law. Customer shall bear any costs that SRCL may incur in collecting overdue amounts from Customer, including, but not limited to, reasonable attorneys' fees and court costs. Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the date of the debt's first invoice, SRCL shall have the option, without notice to Customer, to suspend service under this Agreement until the overdue amounts (plus charges and collection fees) are paid. In the event that SRCL suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or Customer's breach (see 2(c), above), SRCL may remove all containers belonging to it from Customer's premises. Any non-compliant containers will be billed an additional container charge at the current container rate. Non-compliant containers include containers that are overweight under applicable laws or regulations or containers holding Non-Conforming Waste.

Surcharge SRCL may also impose a surcharge in the event that SRCL attempts to pick up waste at a Customer location (on either a scheduled pick-up or in response to a Customer request) and, through no fault of SRCL, either (a) there is no Biomedical Waste for SRCL to pick up, (b) waste is not ready for pick-up or (c) the Customer location is close to a residential area.

Liability for Equipment Customer shall have the care, custody and control of containers and other equipment placed at Customer's premises which is owned by SRCL and shall assume responsibility and liability for the equipment and its contents except when it is being physically handled by employees of SRCL. Customer agrees to defend, indemnify and hold harmless SRCL from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement. Any damage to such property and equipment, other than normal wear and tear, will be charged to the Customer, and payable to SRCL as additional service cost.

Indemnification SRCL shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of SRCL in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless SRCL from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, failure to properly store, package, label, or segregate Biomedical Waste and any liabilities relating to Non-Conforming Waste, whether or not collected, transported or treated by SRCL. Each party agrees to pay the reasonable attorneys' fees and costs incurred by the other in bringing a successful indemnification claim under this Paragraph. Customer agrees to pay SRCL's reasonable attorney's fees incurred for any successful defense by SRCL of a suit for indemnification brought against SRCL by Customer.

Compliance with Laws SRCL hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable thereto and relating to its performance hereunder. As of the date of this Agreement, SRCL has obtained all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform the services under this Agreement and will furnish copies of these to Customer upon request. Customer hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Biomedical Waste and its performance under this Agreement, including, without limitation, all applicable record keeping, documentation and manifesting requirements. SRCL and Customer shall keep and retain adequate records and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of manifests and tracking records and any other records or reports or memoranda consistent with and for the periods required by applicable regulatory requirements and guidelines pertaining to storage or handling of Biomedical Waste and the services to be performed under this Agreement.

Exclusivity Customer agrees to use no other Biomedical Waste disposal service or method during the Term of this Agreement and any Extension Terms. **Excuse of Performance** SRCL shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or instrumentality thereof (whether now existing or hereafter created).

Independent Contractor SRCL's relationship with Customer pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate SRCL as an employee, agent or partner of or a joint venture with Customer.

Amendment and Waiver Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to orally or in writing by the parties, without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties. All other amendments to this Agreement (other than as provided in 2(b)) shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

Savings Clause In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall impair the rights or increase the obligations of SRCL hereunder, in which event, at SRCL's option, this Agreement may be terminated.

Entire Agreement This Agreement (including any attachments, exhibits and amendments made in accordance with Paragraph 11) constitutes the entire understanding and agreement of the parties and cancels and supercedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws rules of any jurisdiction.

Notices All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the parties' addresses set forth on the reverse side of this Agreement.

Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy or facsimile of this Agreement shall be as effective as an original.



Facilities Management

104 W. Front Street, P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5192 voice
(309) 888-5209 FAX jack@McLean.gov

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

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

Date: May 25, 2004

Subj: Stericycle Contract for the McLean County Nursing Home

The McLean County Nursing Home, as a health care facility, needs to use a special medical waste service for properly disposing of infectious medical waste. The area waste haulers are not licensed for this service. The current medical waste hauler for this area is Stericycle, (formerly "BFT").

We have reviewed the costs for this service at the Nursing Home and learned that Stericycle has a better plan to offer which retains the same level of service, but reduces the monthly costs. In 2003, the total actual cost for Stericycle services was \$2,728.55. Stericycle has proposed to the McLean County Nursing Home that they go on fixed billing at \$160.00 per month. Effectively, under this new rate structure, had the Nursing Home been under this new plan last year, the total annual cost would have been \$1,920.00, or a savings of \$808.55.

Mr. Don Lee and his staff have met with the Stericycle representative, Mr. Brian Hanson, and agree that this new pricing plan retains the same level of services and reduces the annual cost substantially.

Enclosed, is the Stericycle Service Agreement being offered for a period of one year. Mr. Eric T. Ruud, First Assistant States Attorney, has reviewed the agreement and concludes that it is consistent with similar agreements for such services.

Therefore, Mr. Don Lee and I request and recommend the agreement be approved.

Thank you.

Enclosure

Cc: Mr. Don Lee, McLean County Nursing Home
Mr. Eric T. Ruud, First Assistant States Attorney



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

Michael F. Sweeney
Chairman

June 10, 2004

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Director of Parks and Recreation to authorize and approve a Loader Lease Agreement with Cross Implement, 703 South, Minier, Illinois. Cross Implement submitted the lowest bid for a 1-year lease, minimum of 250 hours, for a 65 PTO HP mechanical front wheel drive tractor with a minimum 2500 lbs. lift capacity loader.

Funding for this lease agreement has been appropriated in the fiscal year 2005 adopted budget of the Department of Parks and Recreation.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Bostic

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

District #7
RA. "Sue" Berglund
Bette Rackauskas

District #9
Chris Kolapp
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Matt Sorensen
Rick Dean

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Ann Harding
Duane Moss

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George J. Gordon
David W. Seizer

District #8
Paul R. Segobiano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolls

EVELEGREEN RENTAL AGREEMENT

755300

Name	LESSEE McLEAN COUNTY PARKS	DATE 7-1-04	RENTAL TERM 7-15-04	BEGINS ON 7-15-03	ENDS ON
Street or RFD	13001 REC DR.	BRANCH/REGION	ACCOUNT NO.		
City, State ZIP Code	HUDSON IL	LESSOR NAME AND ADDRESS CROSS IMP			
Telephone Number	309-726-2022 EXT 222				
Contact	BILL WASSON MINIER IL				
Rental Rate	Tax	Service Charge	TOTAL RENTAL RATE		
\$ 3500			Per <input type="checkbox"/> Hour <input type="checkbox"/> Day <input type="checkbox"/> Week <input type="checkbox"/> Month		
Minimum RENTAL PERIOD Guaranteed by Lessee		Minimum RENTAL AMOUNT Guaranteed by Lessee			

EQUIPMENT WILL BE USED AT: (County) _____ (City) _____ (State) _____

Lessee will not remove the Equipment from this locale without written permission from Lessor

Document Reference No.	Qty	Model	Size & Description of Equipment (Give Product Identification/Serial No.)	Hour Meter Reading	Present Value
156265	1	5420	LV5420P 446468 ST 19120		
158996	1	541 SL	LOADER W00541R-024849 ST 18267		

TOTAL VALUE PRESENT

RENTAL AGREEMENT

The above-named Lessor hereby leases to the above-named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at his address shown above. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof.

It is contemplated that the Equipment will be operated for not more than _____ hours in any one day; _____ hours in any one week; _____ hours in any one month, and Lessee agrees that he will pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours of operation. If Lessee fails to return the Equipment promptly at the end of the term, additional rental shall be payable for each day prorated at one and one-half times the normal rental.

Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession, and the amount of any such loss or damage shall be based on the value shown above. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at his expense, any and all repairs. The Equipment shall be returned to Lessor in as good condition as received, reasonable wear and tear excepted. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates.

Lessee assumes all risk and liability for and shall hold Lessor and its assigns harmless from all damages for injuries or death to persons and property arising out of the use, possession or transportation of the Equipment. Lessee, at his own expense will carry public liability insurance with minimum liability limits in the amount of \$100,000 per person and \$300,000 per occurrence for bodily injury, including death, and in the minimum amount of \$60,000 per occurrence for property damage. Neither Lessor, its assigns, the wholesaler/distributor, nor the Manufacturer shall be liable for any incidental or consequential damages which may result from any failure or use of the Equipment.

Upon expiration of the term of this Rental Agreement or at any time during such term, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above, and may apply to such purchase price _____ % of all rentals theretofore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to by the parties.

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF WHICH ARE HEREBY MADE A PART HEREOF.

LESSEE (Customer) McLean County IL <i>[Signature]</i>	LESSOR (Dealer) CROSS IMP. BY <i>[Signature]</i>
--------------------------------------------------------------------	---------------------------------------------------------------

RENTAL AGREEMENT

1. Addition of Accessories: Lessee will not, without consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices fixed to the Equipment shall automatically become the property of Lessor unless such accessory or device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.
2. Compliance with Regulations: Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use and maintenance of the Equipment.
3. Inspection: Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Lessor may remove the Equipment without notice to Lessee if, in the opinion of the Lessor, it is being used beyond its capacity or in any other manner improperly cared for or abused.
4. Assignment: Lessee agrees that Lessor may assign this Rental Agreement and all right, title and interest of the Lessor in and to the Equipment, and all rents due or to become due to Lessor hereunder (of which assignment Lessee hereby waives notice) and Lessee agrees to recognize such assignment. ~~Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any limitation arising out of any breach of any obligation hereunder or the liability of Lessor to Lessee.~~ Lessee may not assign this Rental Agreement, sub-lease the Equipment, or allow its use by persons not in his employ.
5. Default: If Lessee shall fail to make rental payment when due, shall attempt to sell or encumber the Equipment, shall cease operating, shall institute or have instituted against him proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of creditors, or shall fail to comply with any other provisions of this Rental Agreement, or if any attachment, execution, writ or process is levied against the Equipment or any of Lessee's property, or if for any reason Lessor deems itself insecure or the Equipment unsafe, Lessee agrees to deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee; and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor. In the event of any such action, Lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the Equipment, legal expenses, costs of removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business.
6. Construction: This is an agreement for rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment leased hereunder except as a Lessee.
7. Guaranteed Rental - Return of Equipment: Provided the guaranteed rental shown on the reverse side is or has been paid, Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor.
8. General: Time is of the essence of this Rental Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof.

ASSIGNMENT

TO: JOHN DEERE"

For value received I hereby assign, sell and transfer all my right, title and interest under the above Rental Agreement to you, your successors and assigns, subject to all the terms of the applicable John Deere Rental Sales Program which are hereby incorporated in and made a part of hereof, I agree to collect rentals coming due under the Rental Agreement and account for the pay over the same as provided in such Used Equipment Rental Program.

"John Deere" means the John Deere Company or John Deere Construction Equipment Company with whom the leasing dealer has executed an Authorized Dealer Agreement.

DATE _____

DEALER _____

SIGNED BY _____



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

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 05/22/04

RE: Loader Lease

The Department of Parks and Recreation recently solicited lease proposals from tractor dealers for a 1 year lease, minimum 250 hours, a 65 PTO HP mechanical front wheel drive tractor with a minimum 2500 lbs. lift capacity loader. The most recent quotations received for loader lease are as follows:

	Lease Cost
Cross Implement Inc.	\$3500.00
Martin Implement, Inc	\$7750.00
Birkey's Farm Store	\$6950.00

All tractors included in proposals met specifications.

I recommend the approval of the lease agreement with Cross Implement for a \$3,500.00 1 year lease, which is the same amount as 2003-2004.

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF JOE VERCLER
AS A MEMBER OF THE CHENOA FIRE PROTECTION DISTRICT**

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

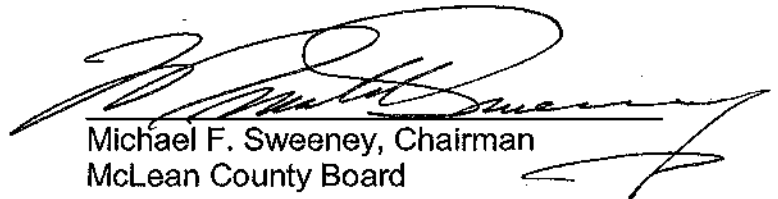
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

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


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

Adopted by the County Board of McLean County, Illinois, this 15th day of June, 2004.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF JAY WILLEY
AS A MEMBER OF THE T.B. CARE AND TREATMENT BOARD**

WHEREAS, due to the expiration of term of Jay Willey as a member of the T.B. Care and Treatment Board, it is advisable to consider an appointment or reappointment to this position; and,

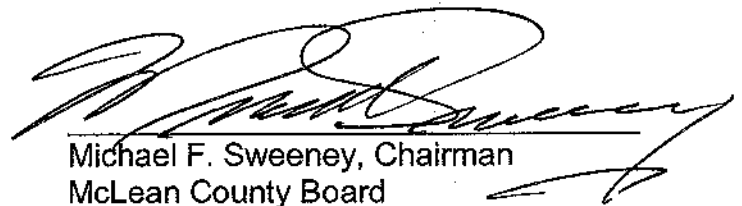
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jay Willey as a member of the T.B. Care and Treatment Board for a term of three years to expire on June 2007 or until a successor shall have been qualified and appointed.

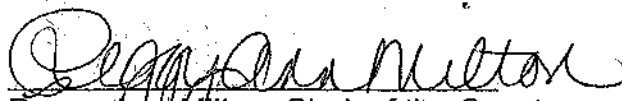
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Jay Willey.

Adopted by the County Board of McLean County, Illinois, this 15th day of June, 2004.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF JAY WILLEY
AS A MEMBER OF THE McLEAN COUNTY BOARD OF HEALTH**

WHEREAS, due to the expiration of term of Jay Willey as a member of the McLean County Board of Health, it is advisable to consider an appointment or reappointment to this position; and,

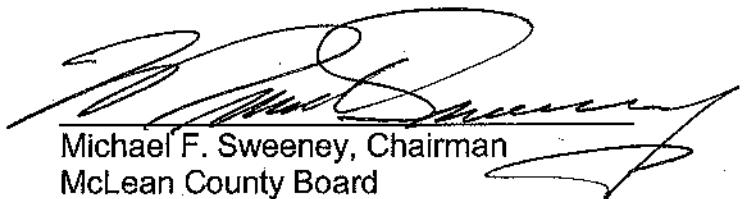
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jay Willey as a member of the McLean County Board of Health for a term of three years to expire on June 2006 or until a successor shall have been qualified and appointed.

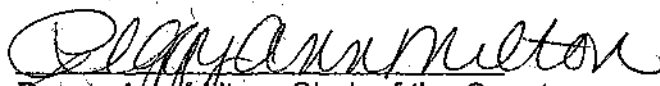
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Jay Willey.

Adopted by the County Board of McLean County, Illinois, this 15th day of June, 2004.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF DAVID KINSELLA
AS A MEMBER OF THE ZONING BOARD OF APPEALS**

WHEREAS, due to the expiration of term of David Kinsella as a member of the Zoning Board of Appeals it is advisable to consider an appointment or reappointment to this position; and,

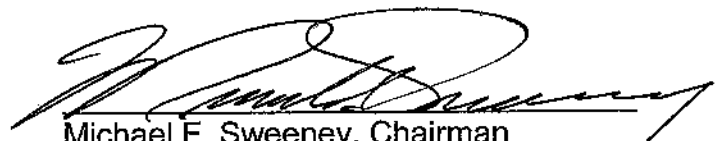
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of David Kinsella as a member of the Zoning Board of Appeals for a term of five years to expire June 2009 or until a successor shall have been qualified and appointed.

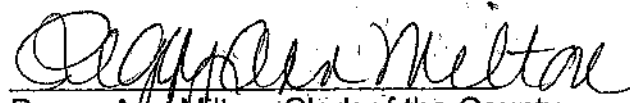
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to David Kinsella.

Adopted by the County Board of McLean County, Illinois, this 15th day of June, 2004.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR APPOINTMENT OF BRADLEY D. WADE
AS A MEMBER OF THE MT. HOPE-FUNKS GROVE FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Bradley D. Wade as a member of the Mt. Hope-Funks Grove Fire Protection District it is advisable to consider an appointment or reappointment to this position; and,

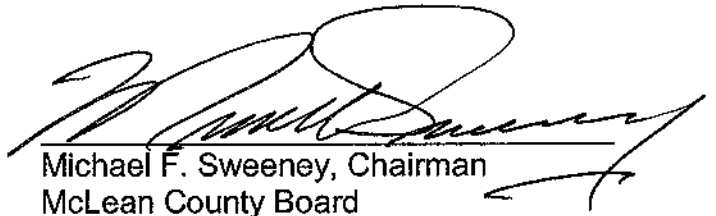
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Bradley D. Wade as a member of the the Mt. Hope-Funks Grove Fire Protection District for a term of three years to expire June 2007 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Bradley D. Wade.

Adopted by the County Board of McLean County, Illinois, this 15th day of June, 2004.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR APPOINTMENT OF BRUCE B. BUTLER
AS A MEMBER OF THE SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT**

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

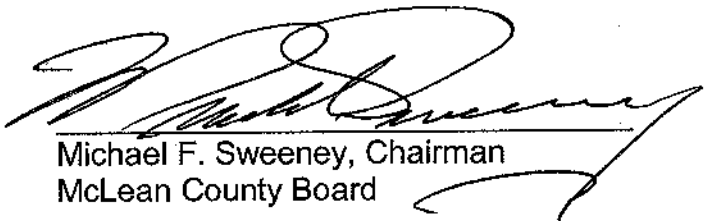
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Bruce B. Butler as a member of the Saybrook-Arrowsmith Fire Protection District for a term of three years to expire June 2007 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Bruce B. Butler.

Adopted by the County Board of McLean County, Illinois, this 15th day of June, 2004.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR APPOINTMENT OF REBECCA SUE POWELL
AS A MEMBER OF THE McLEAN COUNTY BOARD OF HEALTH**

WHEREAS, due to the expiration of term of Rebecca Sue Powell as a member of the McLean County Board of Health it is advisable to consider an appointment or reappointment to this position; and,

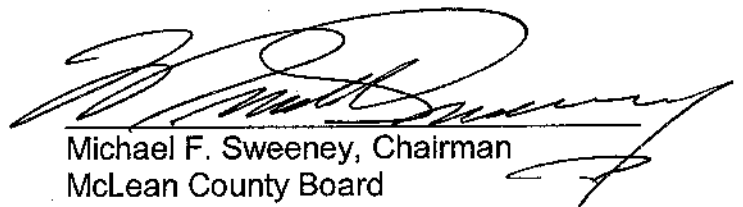
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Rebecca Sue Powell as a member of the McLean County Board of Health for a term of three years to expire June 2007 or until a successor shall have been qualified and appointed.

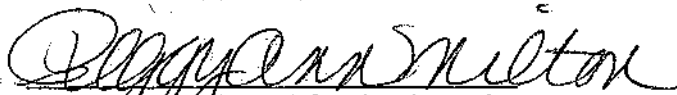
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Rebecca Sue Powell.

Adopted by the County Board of McLean County, Illinois, this 15th day of June, 2004.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR APPOINTMENT OF KURT CRUTCHER
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEMS BOARD**

WHEREAS, due to the expiration of term of Kurt Crutcher as a member of the Emergency Telephone Systems Board it is advisable to consider an appointment or reappointment to this position; and,

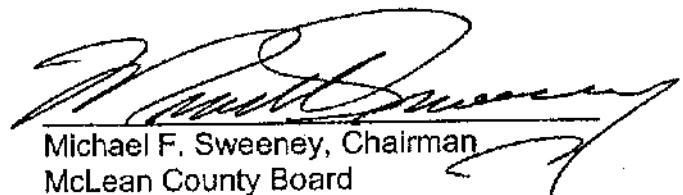
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Kurt Crutcher as a member of the Emergency Telephone Systems Board for a term of three years to expire June 2007 or until a successor shall have been qualified and appointed.

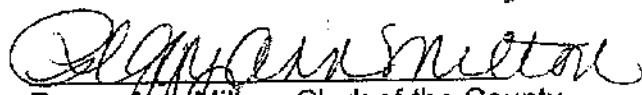
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Kurt Crutcher.

Adopted by the County Board of McLean County, Illinois, this 15th day of June, 2004.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

Members Owens/Cavallini moved the Consent Agenda be approved 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:

**RESOLUTION AMENDING THE TERM AND CONDITIONS
OF THE EMPLOYMENT AGREEMENT WITH THE COUNTY ADMINISTRATOR**

WHEREAS, the County of McLean desires to continue its employment relationship with Mr. John M. Zeunik, County Administrator; and,

WHEREAS, the Executive Committee of the County Board has conducted an annual performance review of the County Administrator and has recommended that the term of the Employment Agreement between McLean County and Mr. John M. Zeunik be extended for a period of five years; and,

WHEREAS, the Executive Committee of the County Board has further recommended that the County Board authorize and approve a performance bonus payment of \$2,500.00 to Mr. John M. Zeunik; and,

WHEREAS, the Executive Committee of the County Board has further recommended that the County Board authorize and approve a five-step merit increase in the County Administrator's salary; and,

WHEREAS, the Executive Committee of the County Board has further recommended that the County Board authorize and approve the County Administrator's deferred compensation retirement payment in the amount of \$11,000.00; now, therefore,

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

- (1) That the term of the Employment Agreement between McLean County and Mr. John M. Zeunik shall be extended until June 15, 2009.
- (2) That the County Board authorizes and approves a performance bonus payment of \$2,500.00 to Mr. John M. Zeunik.
- (3) That the County Board authorizes and approves a five-step merit increase in the County Administrator's salary.
- (4) That the County Board authorizes and approves the County Administrator's deferred compensation retirement payment in the amount of \$11,000.00.
- (5) That the Employment Agreement between McLean County and Mr. John M. Zeunik be amended in accordance with the provisions of this Resolution.
- (6) That the Chairman of the McLean County Board is hereby authorized to sign and execute the Employment Agreement, as amended, between McLean County and Mr. John M. Zeunik.

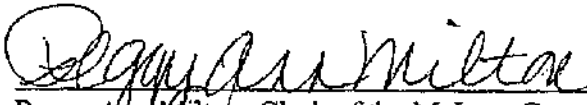
(2)


(7) That the County Clerk shall provide a certified copy of this Resolution to Mr. John M. Zeunik, County Administrator, and to the McLean County Board Chairman.

ADOPTED by the McLean County Board this 15th day of June, 2004.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Berglund moved the County Board approve a Request for Approval of a Resolution Amending the Term and Conditions of the Employment Agreement with the County Administrator. 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 is on pages 37-50. Member Hoselton stated the following: I called Mr. Sweeney on Friday in regards to our Administrator's historic position on this matter. Mr. Zeunik has always seemingly ignored the Committee's judgement and has often reduced his own increase. This has happened in nearly every case since I have been on the Board. When I called Friday, Mr. Sweeney was in Mr. Zeunik's office and I said that I hoped he could emphasize to John that when the Board gives this increase it's not one to be taken lightly. We have taken a lot of time and study on this and we appreciate the efforts and time he puts into the County. I would hope that he would take heed of what the Board and everybody that knows him wants to do because of what he has done for us. Thank you.

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

**AGREEMENT FOR MCLEAN COUNTY SOLID WASTE
MANAGEMENT PROGRAM SERVICES**

This agreement is entered into this 1st day of July, 2004, between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as "City", "Town" and "County") and the Ecology Action Center (hereinafter referred to as the "Center").

A. Purpose of This Agreement

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Solid Waste Program, hereafter referred to as the "Program" to include solid waste and waste reduction education programming for the City, Town and County and assist the City, Town and County in meeting the requirements of the Illinois Solid Waste Management Planning and Recycling Act, which requires Illinois Counties to administer a solid waste management plan to reduce waste and recycle 25% of the waste generated.

B. Period of Agreement

The period of this agreement is three (3) years, and six (6) months commencing on July 1, 2004 and ending December 31, 2007. This agreement shall be automatically renewed annually on a calendar year basis unless any party otherwise indicates. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

C. Services

1. City, Town and County

The City, Town and County shall:

- a. provide program guidance and oversight through participation on the McLean County Solid Waste Management Program Technical Committee; and
- b. provide funding for the program in accordance with item "D" of this agreement.

2. Center

The Center shall:

- a. provide the solid waste/waste reduction services to the City, Town and County as outlined in the Appendix; and

- b. complete the following reporting requirements: 1) quarterly progress reports to Bloomington, Normal, and the McLean County Board Land Use Committee; 2) annual reports to the Illinois Environmental Protection Agency, 3) five-year updates to the McLean County Integrated Solid Waste Management Plan as required; and 4) periodic reports to the McLean County Solid Waste Management Technical Committee as needed.

D. Project Costs:

Payments of \$6,495.00 shall be made by the County by the first (1st) week of every month of the agreement, pending receipt of an invoice from the Center by the fifteenth (15th) day of the preceding month. An annual cost of living increase will be added to the monthly fee after January 2005, January 2006 and January 2007 equal to that year's consumer price index, or a maximum of three (3) percent of the monthly contract cost. The total cost of the contract will not exceed \$287,118.00, which is the cost of the first six months of the contract plus a maximum of a three (3) percent increase per year after January 2005, January 2006 and January 2007.

It is understood by all parties that payment in support of this agreement is contingent upon the availability of Program revenue and/or funds provided through the City, Town and County General Revenue Funds.

- E. Center shall save and hold the City, Town and 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, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, Town and/or County, and/or its agents and employees, or paid for on behalf of the aforementioned government(s) and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing, and does not preclude separate agreements between the Center and individual units of local government for additional services.

<hr/> City of Bloomington	<hr/> Date
<hr/> Town of Normal	<hr/> Date
<hr/> County of McLean	<hr/> Date
<hr/> EAC Board Chair	<hr/> Date

APPENDIX

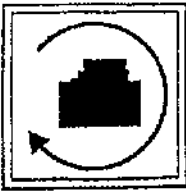
The Center shall:

- a. provide the following solid waste/waste reduction services to the City;
 - produce and illustrate instructions to residents on how to recycle;
 - produce corrective slips for people who recycle improperly;
 - conduct EarthSchools hands-on recycling classes in Bloomington elementary schools and as assigned;
 - design and produce door hangers, bookmarks and other materials to encourage new recyclers;
 - write and distribute publicity as necessary;
 - offer after school recycling programs offered for Boys and Girls Clubs and other venues;
 - assist in implementing summer recycling program presented at Bloomington Parks and Recreation Camp and other pertinent programs;
 - conduct recycling program for 11-15 year olds;
 - assist in 3-R's program for Bloomington Public Library;
 - maintain the Business Materials Exchange;
 - oversee and provide a clean water program emphasizing proper disposal of hazardous waste to elementary school children in Bloomington-Normal.

- b. provide the following solid waste/waste reduction services to the Town;
 - conduct EarthSchools hands-on recycling classes in Normal elementary schools;
 - have the EAC office open to the public for a minimum of 28 hours per week (approximately 1,350 hours per year) for telephone, walk-information, and an ecology information library with materials for teachers, businesses, and students of all ages about nature and solid waste reduction;
 - design and produce door hangers, bookmarks and other materials to encourage new recyclers;
 - offer after school recycling programs through Normal Parks and Recreation Department and other appropriate venues and agencies;
 - assist in conducting summer recycling program presented at Normal Parks and Recreation Department camp and/or other programs;
 - help conduct recycling program for 11-15 year olds;
 - assist in 3-R's program for Normal Public Library;
 - write and distribute publicity as necessary;
 - maintain the Business Materials Exchange;
 - oversee and provide a clean water program emphasizing proper disposal of hazardous waste to elementary school children in Bloomington-Normal;
 - coordinate volunteers to assist with electronic recycling;

- administer battery recycling program.
- c. provide the following solid waste/waste reduction services to the County;
- annually determine McLean County's recycling rate as prescribed by the Illinois Environmental Protection Agency ("IEPA") and provide this information to the public and the IEPA;
 - coordinate the American Recycles Day in McLean County event and accompanying activities;
 - attend festivals to distribute recycling information and provide recycling activities;
 - provide a speaker to community groups as requested;
 - offer one-hour recycling programs to community groups upon request;
 - provide two newsletters per year to McLean County residents;
 - provide two newsletters per year to McLean County schools;
 - facilitate submission of grant proposals by local businesses and schools and apply for relevant grants for McLean County, such as solid waste planning grants and/or household hazardous waste collection grants;
 - create and present educational displays;
 - develop public information guides;
 - write and distribute press releases as appropriate;
 - oversee the McLean County Recycling and Waste Reduction Awards Program, including soliciting entries and judges to evaluate applications, award certificates and recognize winners at meetings and through the media;
 - attend solid waste conferences and educator's training workshops when appropriate;
 - assist in 3-R's program for libraries throughout the county summer reading programs;
 - assist in adult ecology/recycling classes taught through extension program;
 - assist in implementing EarthSchools offered to county elementary schools;
 - maintain the Business Materials Exchange;
 - coordinate and administer County solid waste grant program involving schools, rural communities and not-for-profit businesses and agencies.
- d. Provide for the administration of the program to include:
1. the submission of quarterly progress reports to the City, Town and County on the activities conducted in compliance with this agreement;
 2. the combining of relevant programs as appropriate in order to avoid duplication and reduce costs and time;
 3. the submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);

4. the invoices for services performed in accordance with item "D" of this agreement and;
5. the reporting of program activities to the McLean County Solid Waste Technical Committee.



MCLEAN COUNTY REGIONAL PLANNING COMMISSION

211 WEST JEFFERSON STREET • BLOOMINGTON, ILLINOIS 61701 • PHONE: 309-828-4331 • FAX: 309-827-4773 • WWW.MCLEAN.ORG

May 19, 2004

Mr. John Zeunik
Administrator
County of McLean
Law & Justice Center
104 West Front Street, P.O. Box 2400
Bloomington, IL 61702

Dear Mr. Zeunik:

With the endorsement of the McLean County Solid Waste Technical Committee, the contractual arrangements for the implementation and administration of the McLean County Solid Waste Management Program are being modified to reflect personnel changes and to improve operational efficiencies.


Prior to the Spring of 1998, the Program duties were carried out by the County staff with funding assistance provided by the City of Bloomington and the Town of Normal. At that time, the County Solid Waste Coordinator resigned his position to join the staff of the McLean County Regional Planning Commission (MCRPC). In response to this personnel change, the Technical Committee and the MCRPC agreed that in order to ensure timely completion and to facilitate the transition of Program responsibilities, this staff person would continue to administer the Program through the MCRPC. This position would also provide training and oversight for the Ecology Action Center (EAC), which was to be the subcontractor responsible for Program implementation.

Although the transition and the EAC training have long since been completed, MCRPC has continued to administer the Program. This administration involves providing regular reports and updates to the Illinois Environmental Protection Agency (IEPA). It also involves invoicing the local governments for their Program contributions and making subsequent payments to the EAC for the implementation worked completed.

The revised contractual arrangements provide for direct reporting and billing by the EAC. The EAC will report on the work it has completed directly to the Technical Committee, the local governments and the IEPA. The EAC will also bill the County directly for work completed in accordance with the contract, thus eliminating a duplication of effort by the MCRPC. The MCRPC will continue to be involved in the Program through participation as a member of the McLean County Solid Waste Technical Committee.

Feel free to contact me if you have any questions regarding this matter. Thank you.

Sincerely,


Paul Russell, AICP
Executive Director

CC: Philip Dick, McLean County Building & Zoning
Bob Keller, McLean County Health Department

Members Gordon/Rackauskas moved the County Board approve the request by the McLean County Solid Waste Management Technical Committee to approve an Agreement for Solid Waste Management Program Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon, Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD
APPROVING THE RECOMMENDATIONS
OF THE SOLID WASTE TECHNICAL AND POLICY COMMITTEE

WHEREAS, the Solid Waste Technical and Policy Committee met to review the grant applications received for the Solid Waste Management Plan program; and

WHEREAS, the Solid Waste Technical and Policy Committee recommended that the following grant application be approved for funding from the County's Solid Waste Management Fund:

- (1) Epiphany Junior High, Normal - \$600.00
- (2) Ridgeview High School, Colfax - \$1,000.00
- (3) Central Catholic High School, Bloomington - \$1,000.00
- (4) Village of Gridley - \$1,000.00
- (5) Village of Colfax - \$1,000.00
- (6) Village of Hudson - \$1,000.00
- (7) Village of Bellflower - \$1,000.00
- (8) Village of Danvers - \$1,000.00
- (9) City of Lexington - \$1,000.00
- (10) City of LeRoy - \$1,000.00
- (11) Village of Downs - \$1,000.00
- (12) City of Chenoa - \$1,000.00
- (13) Village of Arrowsmith - \$1,000.00
- (14) Ecology Action Center - \$4,000.00
- (15) City of Bloomington - \$7,600.00
- (16) McLean County Community Compact - \$1,000.00
- (17) Children's Discovery Museum - \$95,000.00

WHEREAS, the Land Use and Development Committee, at its regular meeting on June 3, 2004, recommended approval of the recommendation received from the Solid Waste Technical and Policy Committee; now, therefore,

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

1. The McLean County Board hereby approves the following grant applications and the amounts requested for grant funds from the County's Solid Waste Management Fund:
 - (1) Epiphany Junior High, Normal - \$600.00
 - (2) Ridgeview High School, Colfax - \$1,000.00
 - (3) Central Catholic High School, Bloomington - \$1,000.00
 - (4) Village of Gridley - \$1,000.00
 - (5) Village of Colfax - \$1,000.00
 - (6) Village of Hudson - \$1,000.00
 - (7) Village of Bellflower - \$1,000.00
 - (8) Village of Danvers - \$1,000.00

Solid Waste Grant Resolution

Page 2

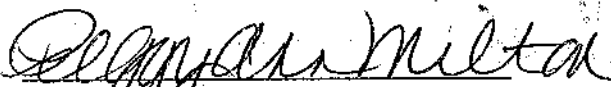
- (9) City of Lexington - \$1,000.00
- (10) City of LeRoy - \$1,000.00
- (11) Village of Downs - \$1,000.00
- (12) City of Chenoa - \$1,000.00
- (13) Village of Arrowsmith - \$1,000.00
- (14) Ecology Action Center - \$4,000.00
- (15) City of Bloomington - \$7,600.00
- (16) McLean County Community Compact - \$1,000.00
- (17) Children's Discovery Museum - \$95,000.00

2. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of Building and Zoning, the Director of the McLean County Regional Planning Commission and the County Administrator.

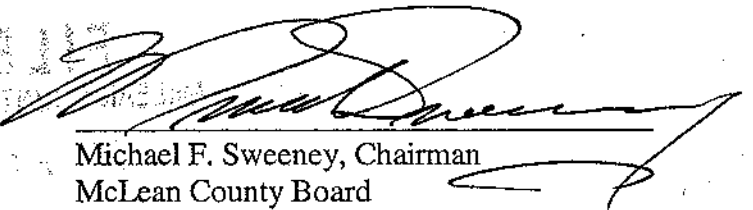
Adopted by the County Board of McLean County, Illinois, this 15th day of June, 2004.

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

JUN 15 2004
MCLAN COUNTY ILLINOIS

2004 McLean County Solid Waste Management Technical Committee Grant Recommendations

Schools

Epiphany Junior High School - The Committee recommends a grant award of \$600 to be used to purchase supplies for continuation of the school's recycling program that is conducted by students 6th through 8th grades. Various teaching aids and materials will be purchased with this award. The recycling program will be integrated into the junior high science curriculum to reinforce the importance of recycling and protecting our environment. *School program contact – Susan Evens*

Ridgeview High School – Grant monies will be utilized to purchase instructional and needed materials to develop a composting program for greenhouse plant waste by students in the school's agricultural department. Money will also be used to help with anticipated needed maintenance on the existing compost bin. The purpose of the project will help relate and teach basic principles of biology, chemistry and physics to agricultural. Recommended total grant award of \$1,000.00.
School program contact – Kirk Miller

Central Catholic High School – The grant will help the school set up and maintain a school recycling program. Grant funds will be used to buy plastic bottle and paper containers for the cafeteria, library, offices, classrooms and hallways. These containers will also be utilized to promote recycling during school events. The grant money will also be used to defray costs of recycling pick-ups. Plans are for biology and science students to be actively involved in this program. Recommended grant amount is \$1,000.
School program contact – Cheryl McCall

Rural Recycling Grants

Village of Gridley – Money would be used to offset the costs of community curbside recycling. Currently, the community offers curbside recycling once a month to its residents. Recommended grant award, \$1,000.00. *Community contact – Janell Hall*

Village of Colfax – Money will be used to assist in implementing curbside recycling in community. Currently, there is one central drop-off location. Money will be used to purchase curbside containers. Recommended grant award, \$1,000. *Community contact – Nancy Kiper*

Village of Hudson – The village has a large container brought into the community for recycling pick-ups two times per month. Grant is important to maintain current service and for the program to continue. Recommended grant award, \$1,000.00. *Community contact – Robyn Stultz*

Village of Bellflower – Grant money assists in defraying the costs of the local recycling program. Community offers weekly pick-up of aluminum, steel, paper products and plastics. \$1,000 grant award recommended. *Community contact – Eston Ellis*

Village of Danvers – Award will be used to defray costs of Danvers recycling efforts. The village operates the Ivan White Recycling Center just north of the village. The center accepts glass, aluminum steel and plastics every Saturday. Recommended award, \$1,000.00. *Community contact – Scott Seniff*

City of Lexington – The City operates a recycling drop-center available to all citizens once a month. Costs of this effort increased last year making the venture more expensive. The grant will allow the program to continue and avoid the City having to charge residents for this service. Recommended award, \$1,000.00. *Community contact – Margaret Quinly*

City of LeRoy – In the past, the City has provided a recycling bin once a month for two to three days. Additional money will assist in the community purchasing a recycling bin that will be available daily. The community is also attempting to put together programs to educate the community on the values of recycling and would also like to purchase smaller collection bins to be placed throughout LeRoy in various locations. Recommended award, \$1,000.00. *Community contact- Jeff Clawson*

Village of Downs – The village sponsors a recycling pick-up program the first weekend of every month. Local tax dollars help supplement the program. The village makes every effort to recycle as much waste as possible through this program. Recommended award, \$1,000.00. *Community contact – Jeff Schwartz*

City of Chenoa – City contracts with outside firm to bring drop-off boxes for recycling twice a month. Glass, paper, aluminum, and steel is collected. Due to the increased cost of effort, the recycling contractor has raised the price for the initiative. Grant money will help offset the price of the program. Recommended award, \$1,000.00
Community contact – Nancy Wenger

Village of Arrowsmith – The village contracts for curb recycling collections on the first and third Saturday's of each month. Village residents are not charged for this service and the cost to provide the service comes out of the village's general fund. Ridgeview Recycling is contracted by the village to provide the service. Grant money will assist in continuing the program. Recommended award, \$1,000.00.
Community contact – Chad Walden.

Special Recycling Events

Ecology Action Center – The EAC requested a second drop-off box at Interstate Batteries in Bloomington to expand its battery recycling program. The original location at Batteries Plus has received close to 700 pounds of batteries since the program began in mid-2003. The program has prevented hundreds of pounds of potentially toxic materials from being landfilled while being diverted to recycling. Grant funds would be used to recycle in two locations rather than one and to help purchase a large-size container and pay for shipping and recycling of the batteries. EAC requested \$4,000. Committee recommends granting the entire amount requested.

Program contact - Michelle Covi, EAC

City of Bloomington – The Public Service Department conducted a Tire Amnesty Day on April 30, 2004. City residents were requested to place used automobile and pick-up truck tires, mounted and unmounted, in front of their residences for pick-up. The program removes used tires from the community and negates the need to file ordinance violations against residents storing used tires out-of-doors. The program helps remove numerous potential mosquito breeding locations from the community. The old tires are recycled into mud flaps and vehicle floor mats. The old tire rims are also recycled. Grant award requested, \$7,600. Committee recommends grant in entire requested amount.

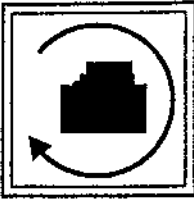
Program contact – Richard Paulson, Director of Public Service

McLean County Community Compact – The compact is a not-for-profit coalition of business, education, community and government dedicated to helping community youth and the environment. For years, the Compact has distributed donated used computers to students in 5th grade that do not have computer access in their homes. Unusable computers or computer parts are then recycled or disposed of through appropriate means. Compact is requesting a grant in the amount of \$1,000 to assist in disposal and shipping efforts as it concerns this program. Recommended grant amount, \$1,000.00.

Program contact – Sue Bandy, Executive Director, Compact

Children's Discovery Museum – The museum has been working with the Solid Waste Technical Committee for many months to develop appropriate displays that will be used for educational programs at the new museum being built in Normal. In 2003, the Committee approved a grant in the amount of \$5,000.00 to be used for development and research concerning these permanent displays that will promote recycling and waste education as part of the museum's educational programming. In April 2004, the museum director and its consultants presented the Committee with more documented evidence that this project is ready to move to its next phase. In 2003, the Committee had considered an additional grant of \$95,000.00 that will be used to partially construct and erect these displays as a museum attraction. At this time, the Committee recommends that this \$95,000.00 be awarded to the Children's Discovery Museum in 2004 to be used for these purposes.

Program contact – Shari Buckellew, Children Discovery Museum Executive Director



MCLEAN COUNTY REGIONAL PLANNING COMMISSION

211 WEST JEFFERSON STREET • BLOOMINGTON, ILLINOIS 61701 • PHONE: 309-828-4331 • FAX: 309-827-4773 • WWW.MCPLAN.ORG

May 21, 2004

Mr. John Zeunik
Administrator
County of McLean
Law & Justice Center
104 West Front Street, P.O. Box 2400
Bloomington, IL 61702

Dear Mr. Zeunik:

At its May 19, 2004 meeting, the McLean County Solid Waste Management Technical Committee recommended and approved that the applicants listed below be awarded grants from the McLean County Solid Waste Management Fund for projects that will be implemented in 2004. These grants are annually awarded through monies collected by county landfill fees assessed by the County of McLean. Grants are awarded for: school recycling, rural recycling and waste reduction/reuse projects.

These recommendations must be approved by the McLean County Board at a designated regular monthly meeting of that body. Please consider this correspondence as a request to include these grant recommendations as part of the McLean County Board agenda for June 2004 or as soonafter as possible.

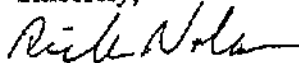
Recommended grant recipients and amounts are:

Epiphany Junior High, Normal - \$600.00
Ridgeview High School, Colfax - \$1,000.00
Central Catholic High School, Bloomington - \$1,000.00
Village of Gridley - \$1,000.00
Village of Colfax - \$1,000.00
Village of Hudson - \$1,000.00
Village of Bellflower - \$1,000.00
Village of Danvers - \$1,000.00
City of Lexington - \$1,000.00
City of LeRoy - \$1,000.00
Village of Downs - \$1,000.00
City of Chenoa - \$1,000.00
Village of Arrowsmith - \$1,000.00
Ecology Action Center - \$4,000.00

City of Bloomington - \$7,600.00
McLean County Community Compact - \$1,000.00
Children's Discovery Museum - \$95,000.00

Total grant requests amount to \$120,200. Attached are capsule overviews of each program and request recommended for a grant award. Please contact me with any questions or concerns.

Sincerely,



Rick Nolan
Solid Waste Coordinator/Community Planner

enc.

Members Gordon/Kalapp moved the County Board approve the request by the McLean County Solid Waste Management Technical Committee to approve Grant Awards from the McLean County Solid Waste Management Fund. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the following: our General Report may be found on pages 65-70.

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

An Ordinance of the McLean County Board
Amending the 2004 Combined
Appropriation and Budget Ordinance for Fund 0107

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 2004 appropriation in Fund 0107 Infectious Disease 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 increase revenue line 0407-0084 West Nile Virus Testing Grant - in Fund 0107, Department 0061, Program 0061, by \$9,561 from \$19,055 to \$28,616.
2. That the County Auditor is requested to create appropriations in the following line item accounts in Fund 0107, Department 0061, Program 0061, Infectious Disease Program as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0503-0001	Full-time Employee	\$ 2,315	\$ 1,853	\$ 4,168
0516-0001	Intern	\$ 1,300	\$ 3,600	\$ 4,900
0599-0001	County IMRF	\$ 150	\$ 91	\$ 241
0599-0002	Employee Medical	\$ 140	\$ 40	\$ 180
0599-0003	Social Security Contrib.	\$ 275	\$ 417	\$ 692
0621-0001	Operational Supplies	\$ 500	\$ 1,320	\$ 1,820
0718-0001	Schooling and Conference	\$ 0	\$ 240	\$ 240
0793-0001	Travel	\$ 300	\$ 2,000	\$ 2,300
TOTALS:		\$ 4,980	\$ 9,561	\$ 14,541

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 _____ day of _____, 2004.

ATTEST:

APPROVED:

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

Michael F. Sweeney Chairman of the
McLean County Board



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

Re: Budget Amendment

Date: May 20, 2004

Please find attached a budget amendment for a Health Department continuing grant program related to West Nile Virus Mosquito Testing program. Below is a description of the amendment:

West Nile Virus Mosquito Testing Grant Fund 0107

In Fiscal Year 2003 the McLean County Health Department was selected by the Illinois Department of Public Health as one of ten counties to conduct surveillance for the presence of West Nile virus within *Culex* mosquitoes. The McLean County Health Department has been notified that the grant is being continued for the period June 15, 2004 through June 15, 2006. The grant calls for the purchase and maintenance of six VecTest gravid traps along with laboratory supplies. The testing process calls for placing 6 VecTest traps in three pre-selected strategic locations within McLean County. Each trap will be primed and mosquitoes collected twice per week. The department will then test each mosquito pool to determine the presence of West Nile virus. Mosquito testing is not in lieu of early surveillance of crows and jays. Positive test results within bird samples provide evidence of the presence of WNV within the host population and usually precede the first human case by 8 to 12 weeks. The presence of WNV in mosquito pools signals the presence of the virus within the vector and precedes the first human case by 3 to 4 weeks. This will help provide the community with a more precise sentinel of the probability of transmission of the disease to humans and will help reinforce prevention messages. In addition to testing materials, the grant will cover a portion of time for an environmental health intern to carry out the program. There is no accompanying FTE resolution amendment since the position already exists within Fund 0112. For the purpose of this grant, the intern's time will be charged to Fund 0107 through the payroll system.

Members Sorensen/Moss moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the Fiscal Year 2004 Combined Appropriation and Budget Ordinance for Fund 0107 – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

PREVAILING RATE OF PUBLIC WORKS WAGES FOR McLEAN COUNTY
ORDINANCE

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, being Section 130/0.01 through 130/12, Chapter 820, Illinois Compiled Statutes, 1992; and

WHEREAS, the aforesaid Act requires that the County of McLean investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workmen in the locality of said McLean County employed in performing construction of public works for said McLean County; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

16.01 To the extent as required by "An Act regulating wages of laborers, mechanics, and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workmen engaged in the construction of public works coming under the jurisdiction of the County of McLean, to the best of our knowledge and represented by the Illinois Department of Labor, is hereby ascertained to be the same as the prevailing rate of wages for construction work in McLean County areas as determined by the Department of Labor of the State of Illinois as of June 1, 2004, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the County of McLean. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

16.02 Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this County to the extent required by the aforesaid Act.

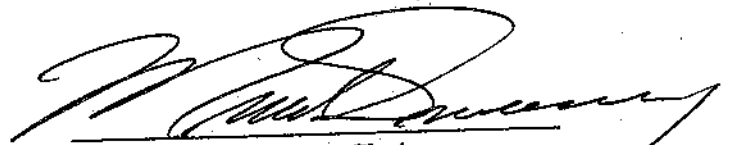
16.03 The County Clerk shall publicly post or keep available for inspection by any interested party in the County Clerk's Office of this County (Room 704, Law and Justice Center) this determination of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

16.04 The County Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file names and addresses, requesting copies of any determination stating the particular rates and the particular class of workmen whose wages will be affected by such rates.

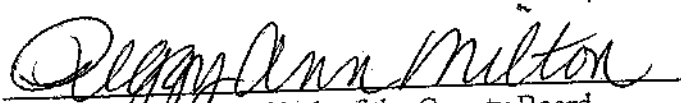
The County Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois. The County Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of the public body.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of June, 2004.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

c:\ann\res\prevwage.04

Mclean County Prevailing Wage for June 2004

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	====	====	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		22.830	23.580	1.5	1.5	2.0	4.300	5.030	0.000	0.400
ASBESTOS ABT-GEN		HWY		23.300	23.750	1.5	1.5	2.0	5.000	5.270	0.000	0.500
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER		BLD		28.970	31.970	2.0	2.0	2.0	5.770	6.600	0.000	0.210
BRICK MASON		BLD		25.010	26.510	1.5	1.5	2.0	4.800	5.750	0.000	0.320
CARPENTER		BLD		24.900	26.650	1.5	1.5	2.0	6.250	5.200	0.000	0.300
CARPENTER		HWY		25.280	27.030	1.5	1.5	2.0	6.000	4.600	0.000	0.250
CEMENT MASON		ALL		23.220	23.970	1.5	1.5	2.0	4.600	7.350	0.000	0.300
CERAMIC TILE FNSHER		BLD		23.720	0.000	1.5	1.5	2.0	4.000	5.900	0.000	0.320
ELECTRIC PWR EQMT OP		ALL		27.180	31.060	1.5	1.5	2.0	3.250	7.070	0.000	0.000
ELECTRIC PWR GRNDMAN		ALL		18.650	31.060	1.5	1.5	2.0	3.250	4.850	0.000	0.000
ELECTRIC PWR LINEMAN		ALL		29.180	31.060	1.5	1.5	2.0	3.250	7.590	0.000	0.000
ELECTRIC PWR TRK DRV		ALL		19.570	31.060	1.5	1.5	2.0	3.250	5.090	0.000	0.000
ELECTRICIAN		BLD		28.300	31.130	1.5	1.5	2.0	5.150	5.600	0.000	0.420
ELECTRONIC SYS TECH		BLD		21.890	23.390	1.5	1.5	2.0	5.150	3.260	0.000	0.440
ELEVATOR CONSTRUCTOR		BLD		29.385	33.060	2.0	2.0	2.0	6.525	3.150	1.760	0.000
FENCE ERECTOR	E	ALL		23.670	25.170	1.5	1.5	2.0	5.090	5.900	0.000	0.500
GLAZIER		BLD		24.520	25.270	1.5	1.5	2.0	4.850	5.550	0.000	0.300
HT/FROST INSULATOR		BLD		30.450	32.200	1.5	1.5	2.0	6.810	8.010	0.000	0.230
IRON WORKER	E	ALL		23.670	25.170	1.5	1.5	2.0	5.090	5.900	0.000	0.500
IRON WORKER	W	BLD		22.850	24.100	1.5	1.5	2.0	5.440	7.410	0.000	0.320
IRON WORKER	W	HWY		24.170	25.670	1.5	1.5	2.0	6.440	7.660	0.000	0.320
LABORER		BLD		21.830	22.580	1.5	1.5	2.0	4.300	5.030	0.000	0.400
LABORER		HWY		22.300	22.750	1.5	1.5	2.0	5.000	5.270	0.000	0.500
LABORER, SKILLED		BLD		21.830	22.580	1.5	1.5	2.0	4.300	5.030	0.000	0.400
LABORER, SKILLED		HWY		22.600	23.050	1.5	1.5	2.0	5.000	5.270	0.000	0.500
LATHER		BLD		24.900	26.650	1.5	1.5	2.0	6.250	5.200	0.000	0.300
MACHINERY MOVER	W	HWY		24.170	25.670	1.5	1.5	2.0	6.440	7.660	0.000	0.320
MACHINIST		BLD		33.230	34.980	2.0	2.0	2.0	3.200	3.600	2.290	0.000
MARBLE FINISHERS		BLD		23.720	0.000	1.5	1.5	2.0	4.000	5.900	0.000	0.320
MARBLE MASON		BLD		25.260	26.510	1.5	1.5	2.0	4.000	5.900	0.000	0.320
MILLWRIGHT		BLD		25.450	27.200	1.5	1.5	2.0	6.250	5.100	0.000	0.300
MILLWRIGHT		HWY		26.060	27.810	1.5	1.5	2.0	6.000	4.320	0.000	0.250
OPERATING ENGINEER		BLD	1	26.410	28.160	1.5	1.5	2.0	4.250	7.500	0.000	0.700
OPERATING ENGINEER		BLD	2	24.590	28.160	1.5	1.5	2.0	4.250	7.500	0.000	0.700
OPERATING ENGINEER		BLD	3	23.270	28.160	1.5	1.5	2.0	4.250	7.500	0.000	0.700
OPERATING ENGINEER		HWY	1	26.690	26.690	1.5	1.5	2.0	4.250	7.500	0.000	0.700
OPERATING ENGINEER		HWY	2	24.630	26.690	1.5	1.5	2.0	4.250	7.500	0.000	0.700
OPERATING ENGINEER		HWY	3	21.240	26.690	1.5	1.5	2.0	4.250	7.500	0.000	0.700
PAINTER		ALL		24.500	25.500	1.5	1.5	2.0	4.400	3.600	0.000	0.300
PAINTER SIGNS		BLD		25.150	28.240	1.5	1.5	1.5	2.600	2.010	0.000	0.000
PILEDRIVER		BLD		25.400	27.150	1.5	1.5	2.0	6.250	5.200	0.000	0.300
PILEDRIVER		HWY		25.780	27.530	1.5	1.5	2.0	6.000	4.600	0.000	0.250
PIPEFITTER		BLD		31.100	33.590	1.5	1.5	2.0	5.300	4.900	0.000	0.950
PLASTERER		BLD		24.900	26.640	2.0	2.0	2.0	4.400	7.500	0.000	0.400
PLUMBER		BLD		31.100	33.590	1.5	1.5	2.0	5.300	4.900	0.000	0.950
ROOFER		BLD		22.250	23.250	1.5	1.5	2.0	3.900	5.900	0.000	0.150
SHEETMETAL WORKER		BLD		26.490	27.810	1.5	1.5	2.0	4.870	7.460	0.000	0.310
SIGN HANGER	W	HWY		24.170	25.670	1.5	1.5	2.0	6.440	7.660	0.000	0.320
SPRINKLER FITTER		BLD		29.390	30.890	1.5	1.5	2.0	4.900	4.900	0.000	0.200
STEEL ERECTOR	W	HWY		24.170	25.670	1.5	1.5	2.0	6.440	7.660	0.000	0.320
TELECOM WORKER		ALL		21.900	23.400	1.5	1.5	2.0	3.000	2.650	1.430	0.000
TERRAZZO FINISHER		BLD		23.720	0.000	1.5	1.5	2.0	4.000	5.900	0.000	0.320
TERRAZZO MASON		BLD		25.260	26.510	1.5	1.5	2.0	4.000	5.900	0.000	0.320
TILE MASON		BLD		25.260	26.510	1.5	1.5	2.0	4.000	5.900	0.000	0.320
TRUCK DRIVER		O&C	1	19.388	0.000	1.5	1.5	2.0	6.500	2.750	0.000	0.000
TRUCK DRIVER		O&C	2	19.708	0.000	1.5	1.5	2.0	6.500	2.750	0.000	0.000

TRUCK DRIVER	O&C 3	19.868	0.000	1.5	1.5	2.0	6.500	2.750	0.000	0.000
TRUCK DRIVER	O&C 4	20.068	0.000	1.5	1.5	2.0	6.500	2.750	0.000	0.000
TRUCK DRIVER	O&C 5	20.668	0.000	1.5	1.5	2.0	6.500	2.750	0.000	0.000
TRUCK DRIVER	N ALL 1	29.040	29.590	1.5	1.5	2.0	4.825	3.275	0.000	0.000
TRUCK DRIVER	N ALL 2	29.190	29.590	1.5	1.5	2.0	4.825	3.275	0.000	0.000
TRUCK DRIVER	N ALL 3	29.390	29.590	1.5	1.5	2.0	4.825	3.275	0.000	0.000
TRUCK DRIVER	N ALL 4	29.590	29.590	1.5	1.5	2.0	4.825	3.275	0.000	0.000
TRUCK DRIVER	S ALL 1	24.235	0.000	1.5	1.5	2.0	6.500	2.750	0.000	0.000
TRUCK DRIVER	S ALL 2	24.635	0.000	1.5	1.5	2.0	6.500	2.750	0.000	0.000
TRUCK DRIVER	S ALL 3	24.835	0.000	1.5	1.5	2.0	6.500	2.750	0.000	0.000
TRUCK DRIVER	S ALL 4	25.085	0.000	1.5	1.5	2.0	6.500	2.750	0.000	0.000
TRUCK DRIVER	S ALL 5	25.835	0.000	1.5	1.5	2.0	6.500	2.750	0.000	0.000

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

MCLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not

awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -- street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen

(portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - NORTH

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central

Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Cranes; Hydro Crane; Shovels; Crane Type Backfiller; Tower Cranes - Mobile & Crawler & Stationary; Derricks & Hoists (3 Drum); Draglines; Drott Yumbo & similar types considered as Cranes; Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and similar types; Side Booms; Starting Engineer on Pipeline; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with dozer, hoe or endloader attachments); F.W.D. and Similar types; Blaw Knox Spreader and Similar types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - screw type pumps and gypsum (operator will clean); Formless Finishing Machines; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Vermeer Concrete Saw.

Class 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; P-H One Pass Soil Cement Machines and similar types; Wheel Tractors (Industry or farm type - other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or other attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and similar types; Pugmill with pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Boring Machine; Hydro-Boom; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (track-type) without Power Units Pulling Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (all similar types self-propelled); Mechanical Bull Floats; Self-propelled Concrete Saws; Mixers-over three (3) bags to 27E; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional boring machine; Horizontal directional drill.

Class 3. Straight framed articulating end dump vehicles and Truck mounted vac unit (separately powered); Trac Air Machine (without attachments); Herman Nelson Heater, Dravo Warner, Silent Glo & similar types; Rollers - five ton and under on earth and gravel; Form Graders; Pumps; Light Plant; Generator; Air Compressor (1) or (2); Conveyor; Welding Machine; Mixer - 3 bags and under; Bulk Cement Plant; Oilers.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the

classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Members Sorensen/Cavallini moved the County Board approve a Request for Approval of the Prevailing Wage Ordinance and Accompanying Schedules. 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 in on pages 86-95.

TRANSPORTATION COMMITTEE:
Member Bass, Chairman presented the following:

2004-41 (Bloomington)

**JOINT RESOLUTION OF SUPPORT FOR FURTHER STUDY OF LONG-RANGE
TRANSPORTATION NEEDS ON THE EAST AND SOUTH SIDES OF THE
BLOOMINGTON-NORMAL URBAN AREA**

WHEREAS the City of Bloomington, Town of Normal and County of McLean, hereinafter referred to as the Local Governments, recognize the need to provide safe, reliable and efficient transportation systems to support community and economic development for the benefit of citizens of their respective jurisdictions; and

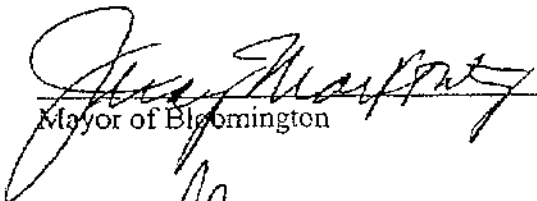
WHEREAS the Local Governments recognize a potential, long-range need for additional transportation capacity to serve the east and south sides of the Bloomington-Normal urban area; and

WHEREAS additional study will be required to determine specific types and possible locations of potential future transportation facilities; and

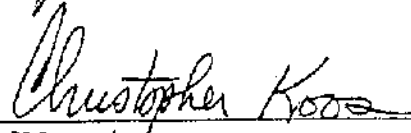
WHEREAS the cost of said additional study has been estimated to fall into the range of eight to ten million dollars (\$8-\$10 million);

NOW THEREFORE, be it resolved by the Board and Councils of these Local Governments to request that the Illinois Department of Transportation undertake a study of the long-range transportation needs on the east and south sides of the Bloomington-Normal urban area, and that study include preliminary engineering to evaluate any and all alternatives which may be identified through this continued planning process, including additional evaluation of alternatives identified in the Final Report on the East Side Corridor Study, Bloomington-Normal, Illinois.

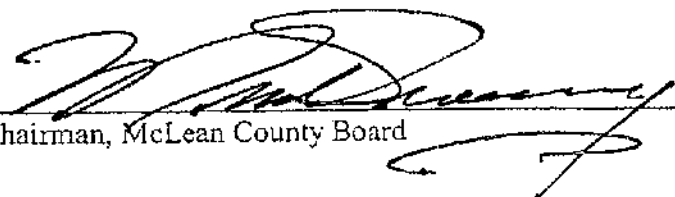
BE IT FURTHER RESOLVED to jointly pursue State and Federal funding assistance in the amount needed to finance the cost of said study.



Mayor of Bloomington



Mayor of Normal



Chairman, McLean County Board

JOINT RESOLUTION OF SUPPORT FOR FURTHER STUDY OF LONG-RANGE
TRANSPORTATION NEEDS ON THE EAST AND SOUTH SIDES OF THE BLOOMINGTON-
NORMAL URBAN AREA

WHEREAS, the City of Bloomington, Town of Normal and County of McLean, hereinafter referred to as the Local Governments, recognize the need to provide safe, reliable and efficient transportation systems to support community and economic development for the benefit of citizens of their respective jurisdictions; and

WHEREAS, the Local Governments recognize a potential, long-range need for additional transportation capacity to serve the east and south sides of the Bloomington-Normal urban area; and

WHEREAS, additional study will be required to determine specific types and possible locations of potential future transportation facilities; and

WHEREAS, the cost of said additional study has been estimated to fall into the range of eight to ten million dollars (\$8-\$10 million);

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES FOR THE TOWN OF NORMAL:

SECTION ONE: To request that the Illinois Department of Transportation undertake a study of the long-range transportation needs on the east and south sides of the Bloomington-Normal urban area, including the feasibility for an east and south outer belt transportation facility and that preliminary engineering to further evaluate each alternative identified in the Final Report on the East Side Corridor Feasibility Study, Bloomington-Normal, Illinois in addition to any other alternative(s) which may be identified through this continued planning process.

SECTION TWO: To jointly pursue State and Federal funding assistance in the amount needed to finance the cost of said study.

ADOPTED this 3rd day of May, 2004.

APPROVED

Christopher Koos
President of the Board of Trustees of the Town of
Normal, Illinois

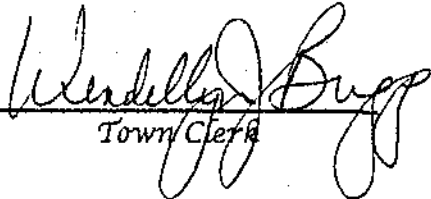
ATTEST:

Wendell J. Byers
Town Clerk

STATE OF ILLINOIS)
)
County of McLean) ss.
)
Town of Normal)

I, Wendellyn J. Briggs, Town Clerk of said Town, do hereby certify that the foregoing is a true and complete copy of an original of Resolution No. 3511; being A Joint Resolution of Support for Future Study of Long-Range Transportation Needs on the East and South Sides of the Bloomington-Normal Urban Area, which was approved at a regular meeting of said Town Council held on the 3rd day of May, 2004, by an affirmative vote of the majority of all members elected to said Council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and seal of said Town of Normal, this 5th day of May, 2004.



Town Clerk

(seal)

Member Bass stated the following: I wanted to read an explanation of our East Side Study, which is before us now. The Joint Resolution of Support for the East and South Side Transportation Facility is a joint resolution that the City of Bloomington and Town of Normal Councils have already passed. We are bringing it to the County Board for our approval. We are requesting IDOT to undertake this study for an east side corridor that would encompass from Route 55 to Route 74 and on down to Route 51. By requesting that IDOT undertake the study, they would also be responsible for the largest share of the cost. Part of the Resolution is to also pursue State and Federal funding assistance to help with the cost of the study. I think we all realize that Bloomington and Normal are growing to the east and that in 10 to 20 years there will be a tremendous need for another major highway facility to handle this traffic. This study will show us what and where that facility should be located and start the design of it. Members Bass/O'Connor moved the County Board approve a Request for Approval of Joint Resolution of Support for Further Study of Long-Range Transportation Needs on the East and South Sides of the Bloomington-Normal Urban Area. Member Selzer stated the following: I have a question relating to a couple of issues. We were down this road with the study once before and the City of Bloomington did not do anything. Now we are going to go back and study it again. I probably have a little bit of an attitude right now, because of what is happening out at MetCom. I am concerned about any kind of partnership with the City of Bloomington, primarily because they backed out of the one that we had before. I would like some clarification as to what happened to all the money. Maybe it wasn't our money, maybe it was State money, but it is still taxpayers' money used for the study. Now we are going to start studying something that we studied before. We didn't like the answers so we are studying it again. I support an east side bypass flow, that is not the issue. My issue is spending eight to ten million dollars to study something again because we didn't like the experts' answers the first time. I would just like some clarification on that. Member Bass stated the following: we are all aware that this sounds like a déjà vu. In one sense of the word, it is but this is the first phase in an attempt toward progress. You might say that this is a lot of money to spend, but it is for progress. This study has the encouragement of the Illinois Department of Transportation and some of our local elected officials thought it is in the best interest of everyone in this County. Member Segobiano stated the following: I intend to support this Resolution. I think it is pretty generic but my one concern is, as a County Board, entrusted with the entire County, we did not have language that expressed our views for protecting good farm ground. I spoke with Mr. Zeunik about that and I would like him to share his answer to me with the full Board. Mr. Zeunik stated the following: Member Segobiano asked this morning why there wasn't specific language in the Resolution concerning the preservation of farmland. In response to that, I indicated that this Resolution has to do with a study and possible funding as Chairman Bass has indicated. The County's position on preservation of farmland is spelled out in the County's Zoning Ordinance. Should all three governing bodies approve this and the study move forward, then whoever conducts the study, the Illinois Department of Transportation staff or a professional consultant, the information that would come from the County would be very clear because the County's intent and the County Zoning Ordinance is to preserve farmland. That should be one of the issues that is addressed when looking at various alternatives. Certainly, any of the County professional staff that will be involved working with the consultant, whether it be staff in the Department of Building and Zoning or staff in the County Highway Department, are

very much aware of that governing policy which is included in our Zoning Ordinance. Member Renner stated the following: just for clarification purposes, we want to make sure that this is not committing us to a particular site but that is one of the primary things we are going to get from this – some alternative possibilities, some alternative arteries. In addition to that, what else tangibly are we going to walk away from this with other than maybe suggesting hypothetically three different alternative routes? What else are we going to obtain from this when this study is all complete? Mr. Zeunik stated the following: I think there are two or three things that will come out of this. First, the intent of the three local governments in bringing this item back and considering it again is to hopefully involve the citizens who will be affected by this early on in the process. As all of you know, there was some criticism leveled the last time the study was done that involvement by interested parties was at the end of the process rather than at the beginning. In other words, the consultants had pretty much finished all their analysis and had prepared some suggested alignments and then the public was invited to come in and comment. I think the intent here is to have involvement by the public at that beginning and throughout the process not involvement solely at the staff level of local government. I think the other thing is that it was quickly apparent when the first study was done that simply looking at the east side was not sufficient. With the development that is likely to occur to the south, particularly with the completion of the Bloomington-Normal Water Reclamation plant that is scheduled to be licensed hopefully later this fall, there is likelihood of considerable amount of growth and development to occur south of Bloomington and there is one piece on the southeast side of Bloomington that needs to be looked at. Hence, the identification in this Resolution of also looking at a south side alternative. The third thing, I think, is the issue that has already been raised and that is that there was concern last time that when the alternatives were looked at, some of the overriding principles that governing bodies had adopted almost got set aside in favor of looking at where to build the road. I think there was a feeling among all three local governments that maybe we needed to step back and look at those principles again. Currently Bloomington and Normal are both in the process of updating comprehensive plans. As Bloomington and Normal look at updating their comprehensive plan, where they project future growth and development, and where they want to set aside land for development, whether it be residential or commercial, this study should be incorporated as a part of that. Mr. Dick stated the following: I think there is a feeling that the first study wasn't complete and there may be some need for a facility on the east and south sides. We weren't able to come to an agreement on the previous study for one reason or another but we weren't done. I think that people who may have done things in the past to kill the previous study are thinking that maybe we should look at it another time. Member Selzer asked the following: how much did we pay for the first study? Chairman Sweeney replied I think it was around \$80,000 total. Mr. Dick stated the following: I think that is what the local governments paid but I think that the State matched that to some extent. Member Selzer asked the following: we are asking for eight to ten million here, is that correct? Mr. Dick stated the following: I don't believe our study is expected to be eight to ten million dollars. Member Selzer stated the following: then maybe I am objecting to the wrong thing if the amount is not right. Member O'Connor stated the following: forward progress is what we need to think about in the long run. It is best for everybody in the County. Member Gordon stated the following: even though the municipalities of Bloomington and Normal are mentioned specifically in the Resolution,

the vision projected here does include at least the two smaller communities that were involved in the previous effort. I am sure other smaller communities that would be affected by the various alternatives might be identified. Member Bass stated the following: I could be wrong, Member Gordon, but at this time, it is very possible that there has been no determination as to what other smaller communities will be involved. Member Rackauskas asked the following: how long do we anticipate this study to take? Mr. Dick stated the following: as you can see by this Resolution, it's about as bland as can be expected to get everyone to agree to take it to the next step. I think it is premature to figure out how long this study will take and it is probably also premature to figure out what is going to be completely involved in this study. Member Rackauskas stated the following: I don't have a problem with the time. I do have a problem with the realization that eight to ten million dollars is an enormous amount of money for a study. I question that greatly. If we can't get a time-line, how do we know it will be ready? We are working right now on our comprehensive plan. If it is not ready that is counterproductive to all the work that goes into updating a comprehensive plan. It takes a long time. Those are my two concerns with this. I don't feel like approving eight to ten million dollars unless I know what I am getting, when, and how I am getting it. Member Segobiano stated the following: I just want to make a comment in regard to what small communities will be involved. I do know that the Village of Downs has voted a site bypass and we have also had discussions with City of Lexington. I just wondered what other communities have been involved in this. Member Bass stated the following: Towanda was initially the prime site to the south. Member Segobiano stated the following: this was after we voted and studied that they quoted this idea. Member Bass stated the following: I don't know that that was a cause for the consideration, in fact it hasn't been determined yet. Member Segobiano stated the following: there have been other communities involved in this after our study. Chairman Sweeney stated the following: I was going to address that. I have been to too many community meetings, I guess. The communities they have talked about in this study are not only Towanda and Lexington but also Downs and LeRoy. That is number one. The second thing is they are talking about the study being eight to ten years. What they are going to do is, have involvement by IDOT engineers. If the engineers are involved that is where the money mostly goes. They are going to determine where they think it is versus the consultants that last time had five alternatives but no engineering study done. Now Phil might address that differently but that is my understanding. Member Nuckolls asked the following: depending on the amount of the project, eight to ten million dollars or whatever the amount may be, how will that be divided between the governments? What would the percentages be? Will we pay 20%, 50%, or 30% in comparison to the other governments? Chairman Sweeney stated the following: now again the discussion has been that the majority of funding will be done by the Federal and State governments if they can put it in their budgets or whatever is necessary to do that. There has been no direct information about what the effect would be to the County, the city, or towns. This Board will vote on that if you want to get involved, when they come up with a dollar amount, but it is not going to be to the extent that you are talking about. Member Segobiano asked the following: are we making any financial commitment at all if we pass this Resolution today? Chairman Sweeney stated the following: no, none whatsoever. That is why I addressed it the way that I did. Member Rackauskas stated the following: my concern is, where does it fit in the budget, if we don't know what our part is?

Chairman Sweeney stated the following: all you are doing is approving a concept today, no financial agreements – nothing that says we are going to agree to whatever they decide to do in the future. This is just an idea and a starting point and that is all that this is. Clerk Milton shows all Members present voting in favor of the Motion except Members Selzer and Moss who voted no. Motion carried. Member Bass stated the following: I think this is good news. Time goes by in a hurry and when this first was started many of us, including myself, looked at 20-25 years down the road and laughed. Time goes by fast. I want to let you know that all of you are going to be invited to the ribbon cutting ceremony when we do finish the last inch of that highway.

Member Bass, Chairman, presented the following:

SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT
BETWEEN THE BLOOMINGTON NORMAL AIRPORT AUTHORITY
AND THE COUNTY OF McLEAN, ILLINOIS

This Supplemental Intergovernmental Agreement is entered into this _____ day of _____, 2004 by and between the Bloomington Normal Airport Authority of McLean County, Illinois (the "BNAA") and the County of McLean, Illinois (the "County").

WHEREAS, BNAA and the County have previously entered into an Intergovernmental Agreement dated March 21, 1989 and Supplemental Intergovernmental Agreements dated January 9, 1992, September 21, 1992, January 11, 1996 and January 18, 2000 (collectively, the "Intergovernmental Agreements"); and,

WHEREAS, pursuant to the Intergovernmental Agreements, BNAA and County agreed to pay certain costs in connection with the relocation of Oakland Avenue and improvements to Ireland Grove Road and Towanda Barnes Road (collectively, the "road improvements"); and,

WHEREAS, pursuant to the Intergovernmental Agreements, BNAA and County previously agreed on how the costs of the road improvements would be divided between BNAA and the County; and,

WHEREAS, pursuant to the Intergovernmental Agreements, BNAA has paid \$520,000.00 for expenses related to the road improvements; and,

WHEREAS, the County has paid from its own funds \$633,450.59 for expenses related to the road improvements and has submitted invoices to BNAA requesting reimbursement in full for this amount; and,

WHEREAS, on February 26, 2004, BNAA reimbursed the County \$136,000.00 in partial payment for BNAA's share of the expenses related to the road improvements; and,

WHEREAS, BNAA and the County disagree as to the total amount of the balance of expenses related to the road improvements for which BNAA is responsible under the Intergovernmental Agreements; and,

WHEREAS, BNAA and the County wish to conclude a just and amicable settlement agreement to resolve the disputed issues between BNAA and the County hereto without resorting to litigation;

NOW, THEREFORE, FOR A GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, BNAA and the County agree as follows:

(2)

- (1) That all right of way has been acquired and all road improvements have been made in accordance with the terms and conditions of the Intergovernmental Agreements.
- (2) That BNAA herewith agrees to pay to the County an additional sum of THREE HUNDRED FIFTY THOUSAND AND NO 0/100 (\$350,000.00) over a term of 10 years at an annual payment amount of THIRTY-FIVE THOUSAND AND NO 0/100 (\$35,000.00) with the first payment being due and payable on October 1, 2004. Subsequent annual payments of \$35,000.00 shall be due and payable on the October 1 thereafter until the full amount due to the County has been paid. The total amount to be paid to the County and the unpaid balance due at any time during the 10-year term shall bear no interest.
- (3) That, for the benefit of BNAA and the County, BNAA will try to make full payment of the \$350,000.00 to the County prior to the 10-year term of this Agreement. In the event that BNAA makes full payment of the \$350,000.00 to the County prior to the 10-year term of this agreement, BNAA and the County agree that no pre-payment penalty shall be assessed.
- (4) That BNAA and the County herewith agree to cooperatively work together to identify and, whenever possible, seek federal and/or state grant funding that may be applied to the total costs of the road improvements.
- (5) In consideration of the foregoing, BNAA and the County herewith agree that the financial obligation of BNAA for the total costs of the road improvements is fully satisfied by the payment of \$350,000.00 to the County.
- (6) In consideration of the foregoing, BNAA and the County releases and forever discharges the other party from any and all claims, demands, or causes of action that may result from or be related to the aforementioned Intergovernmental Agreements and the road improvements.

ADOPTED by the Bloomington Normal Airport Authority of McLean County this _____ day of _____, 2004.

ATTEST:

APPROVED:

Secretary

Chairman

Members Bass/Berglund moved the County Board approve a Request for Approval of Supplemental Intergovernmental Agreement between the Bloomington Normal Airport Authority and McLean County. Chairman Bass stated the following: on pages 99-100 is another supplemental agreement between the Airport Authority and McLean County because the Bloomington Normal Airport Authority and McLean County disagree on the amount owed to the County by the Airport for the work on Towanda-Barnes Road. The Transportation Committee initiated contact with the Airport Authority to settle the matter, to resolve the issue, instead of going to court. To resolve the issue, this agreement has been negotiated. The Airport is to pay the County \$35,000 a year for ten years. Member Segobiano stated the following: in the third "whereas" I would like to know how strong is the phrase "will try to make full payment." We have been hearing both sides for a number of years. How committed are they? In the fourth "whereas" they are talking about the Airport Authority as well as the County Board working together to get a grant. If we don't, I know where the County's share is coming from, we are going to raise the tax bills. The taxpayers are going to pay our share and I am assuming the Airport Authority is going to do the same thing. How realistic is it that after all these years we are going to be working together and come up with a \$350,000 grant to pay this? Mr. Zeunik stated the following: as for the first question, item number 3, on page 100, my understanding in conversations with both Mike LaPier, the Director of the Airport Authority, and Mr. Wannemacher, a member of the Airport Authority Board, the Airport Authority would very much like to make full payment to prior to the completion of the term of this agreement. It would be in their best interest to have this off their books and have this payment made. As to how likely is it that that will happen, neither one would speculate on that. There are a lot of issues that are involved in that, like how much traffic comes through the airport, if the air travel continues to pick up, are there new carriers that come? Clearly, most of the grant monies that they receive are actually continuing appropriations on grants that were approved several years ago and money is just simply being released back to the Airport. Those dollars cannot be committed by Federal grant agreements for improvements to the road. As to item 4, the County was the one that initiated that during negotiations. We specifically asked that a statement be included in there so that the Airport Authority would recognize that whenever there is an opportunity, whether that opportunity be to work with our Legislative delegation in Springfield, or whether it be to work with our delegation in Washington, if there is an opportunity for State or Federal monies to be made available to pay this off ahead of the ten years or to advance the payment, it's in the County's best interest to do that. As I mentioned in item 3, the Airport's interest is a financial interest in terms of wanting to pay this off and be done with it. The County's interest in terms of trying to accelerate the payment is really a capital infrastructure interest. As Jack Mitchell and Chairman Bass will tell you, \$35,000 a year won't build many roads but \$350,000 would help. We both have interest in trying to see that this gets paid off in a timely manner and hopefully sooner than ten years. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass stated the following: the rest of our report is found on pages 101-106.

PROPERTY COMMITTEE:
Member Selzer, Vice-Chairman, presented the following:

ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS



LETTER OF AGREEMENT

McLean County Department Of Parks and Recreation
13001 Recreation Area Drive
Hudson, Illinois
61748-9725
Attn. William R. Wasson
Director of Parks and Recreation

RE: Comlara County Park Campground Electrical Renovation
Sites 1 through 82, A1 & maximum 6 additional Sites

Dear William:

We are pleased to submit this *Letter of Agreement* for Electrical design support services for "Campground Electrical Renovation" for your consideration.

SCOPE OF SERVICES

Farnsworth Group, Inc. agrees to provide Preliminary meetings, Design Development, and Construction Documents For a fixed lump sum fee.

1. MEP Engineering Services

- Meet with you to discuss and document project parameters, including Electrical Camper requirements, work relationships, project budget and project schedule.
- Attendance at selected meetings with Owner/User Representatives and IDPH
- Development of conceptual descriptions into an approved Construction Document design.
- Prepare Catalogue cut sheets for equipment and provide short specs on the drawings
- **Drawings and specifications will provided as required for IDPH Review and construction documents for in-house construction only. Not for Bidding.**
- **It is understood that the in-house employees will install majority of equipment.**
- Design additional services with Corn Belt Electric as required.
- Provide new details of electrical camper connection boxes
- **Answer requests for information and make changes as required by IDPH**

2. Additional Services*

- Site visits and other site observation .
- Certification of Payment Applications, Change Orders,
Requests for information, Architectural Supplemental Instructions,
- Communication design services for internet, cable tv, etc.

General Conditions
Professional Services Agreement
Date May 22nd, 2004

Client Mclean County Department of Parks and Recreation

Project: Comlara Campground Electrical Renovation
Sites 1 through 82, A1 & maximum 6 additional Sites

General Conditions

Reference Conditions: Farnsworth Group, Inc., will hereinafter be referenced as FGI and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Subcontracting: FGI shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

Change Order: The term "Change Order" as used herein is a written order to FGI and signed by FGI and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at FGI's option either upon completion of such services or on periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, FGI may, without waiving any claim or right against the Client and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of FGI. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits,

provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Compliance With Law: In the performance of all services to be provided hereunder, FGI and Client agree to comply with all applicable federal, state, and local laws and ordinances and all lawful order, rules, and regulations of any constituted authority.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

Reuse of Documents: All documents including drawings and specifications furnished by FGI pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by FGI will be at Client's sole risk and without liability of FGI, and Client shall indemnify and hold harmless FGI from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle FGI to further compensation at rates to be agreed upon by Client and FGI.

Standard of Care: Services performed by FGI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

Professional Liability: The CLIENT hereby agrees that to the fullest extent permitted by law FGI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way relating to the project, the site, or this agreement, from any cause or causes including but not limited to negligent professional acts, errors, omissions, strict liability, or breach of contract shall not exceed the total amount paid by the CLIENT for the services of FGI under this agreement. The CLIENT and FGI agree that to the fullest extent permitted by law, FGI shall not be liable to the CLIENT for any special, indirect, or consequential damages whatsoever, whether caused by negligent professional acts, errors, omissions, strict liability, breach of contract, or other cause or causes whatsoever.

Opinions of Cost: Since FGI has no control over the cost of labor, materials or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but FGI cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party.

Indemnification: The CLIENT shall indemnify and hold harmless FGI and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except FGI). FGI shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of the FGI or anyone directly or indirectly employed by FGI (except the CLIENT). In any instance where there is a claim for damages, losses, and

expenses resulting from the proven negligent acts of both the CLIENT and FGI then the responsibility shall lie between the CLIENT and FGI in proportion to their contribution of negligence. In no case shall FGI's liability exceed the limit of liability established under the Professional Liability Section of this contract.

Term: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the attached price quotation sheet until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse FGI for services rendered and costs incurred by FGI prior to the effective date of termination. The indemnification of FGI by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Without Representation or Warranty: FGI makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. FGI assumes no responsibility with respect to Client's use thereof.

Subpoenas: The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by FGI to subpoenas issued by any party other than FGI in conjunction with work performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Precedence: These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FGI's services.

Applicability: These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FGI, they shall be based upon the hourly fee schedule annually adopted by FGI, as more fully set forth in Appendix A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Appendix A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement. The Client may either accept or reject any new fee schedule, in which instance a rejection would be deemed termination under this Agreement.

Additional Provisions

Additional provisions to this Professional Services Agreement may be added by consent of both parties evidenced by signature to same in the form of Appendix B attached hereto and by reference made a part hereof.

YOUR RESPONSIBILITIES

It will be the responsibility of the McLean County Department of Parks and Recreation to provide the following:

- Designated project representative with specific responsibilities and decision-making authority. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Owner's policies and decisions with respect to materials, equipment, elements and systems.
- Provide full information as to Design requirements for the project.
- Provide drawings or other documentation of existing electrical systems developed to date..
- Review and approve preliminary design prior to development of Construction Documents. Render in writing decisions pertaining thereto within a reasonable time so as not to delay the performance of engineering services.
- Give prompt written notice whenever the Owner becomes aware of any defect in the project or changed circumstances which may alter the scope of service specified herein.
- Furnish or direct the Engineer to provide necessary additional services as required by changed conditions.
- Furnish permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
FGI will provide support drawings and answer comments of the approval authorities.
Additional local jurisdictional authorities may increase the cost of the project.
- Publish all notices that may be required.
- Cost estimating services.
- Orchestration of bidding activities, including Project Manual Division 0 sections and Bid Form, and printing/distribution of bid sets.

FEE

COMPENSATION

Based on our previous experience for projects with the size and complexity of this project, we propose to furnish the services as listed above for the following lump sum fees:

Scope 1 – MEP Engineering Services:

Lump Sum fee of \$20,000.00*

Scope 2– Additional Services:

Hourly T&M Basis as Requested*

*(Reimbursable expenses for items such as printing costs, mileage, etc. will be billed as direct additional expenses.)

Compensation shall be paid under the following phases:

Design Development	25%
Construction Documents	70%
Completion of IDPH Permitting	5%
<hr/>	
	100%

SCHEDULE OF WORK

From the date of this letter of agreement, we will provide design support services within a 13-week schedule. The schedule is based on the following milestones after this proposal is signed.

Week 1 and 2	Programming Refinement
Week 3 and 4	Design Development
Week 5 and 6*	Owner review and comments meeting*
Week 7 thru 9	Construction Documents
Week 10	100% Construction Documents issued for owners review.
Week 11 and 12	Owners review and comments meeting
Week 13	Final drawings issued to owner
As Required	Provide support drawings and answer comments of the approval authorities.

* Note that all Action Items as presented on the "Information Request Action Items" list must be resolved at this point for the project to go out on time. Should the project schedule be extended Farnsworth Group will request additional services for the Owners consideration before proceeding with work.

1. At completion of the design development phase, Owner and Engineer will confirm that all decisions that were to be made have been completed so that the construction documentation phase can proceed.

REIMBURSABLE EXPENSES

The following miscellaneous expenses may occur and would be reimbursed to Farnsworth Group by PHA. These expenses are not included in these submitted fee quotations.

They include but are not necessarily limited to the following.

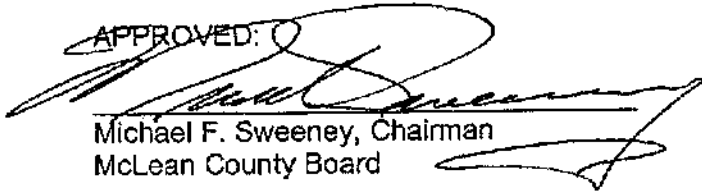
- Additional reproduction of documents for the purpose of owner review and/or distribution in excess of copies required for submission to IDPH and one copy to be retained by owner.

Respectfully submitted,


Richard N. Suhadolc P.E.
Engineering Manager/
Chief Electrical Engineer

Your signature below is verification of your acceptance of the above stated terms of our agreement for professional services between Owner and Architect.

APPROVED:

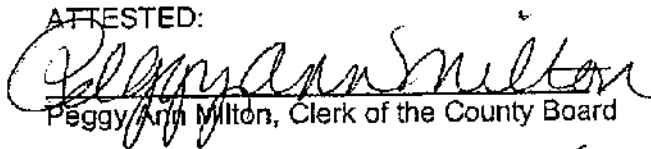


Michael F. Sweeney, Chairman
McLean County Board

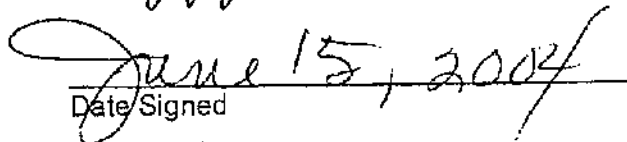


Richard N. Suhadolc P.E.
for Farnsworth Group

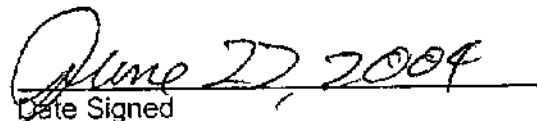
ATTESTED:



Peggy Ann Milton, Clerk of the County Board



Date Signed



Date Signed

Members Selzer/Cavallini moved the County Board approve a Request for Approval of an Agreement for Engineering Services between Farnsworth Group and McLean County - COMLARA Campground Renovation – Parks and Recreation Department. Member Owens stated the following: I was looking through there. How many sites are out there? Member Selzer stated the following: I don't know the total number of sites. This will actually be approximately 90 sites. It will be the first two sections, the older sections of the campground. We are doing design work on it and definitely the actual construction, renovation of these facilities will be on a phase basis. Member Owens stated the following: I knew it was a few of the older phases we were looking at doing but then I saw the 3,000 per site. Member Selzer stated the following: sites 1-82 and then six additional sites. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer, Vice-Chairman, presented the following:

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS AMENDMENT is made this 4th day of May, 2004, and is an amendment to that certain INTERGOVERNMENTAL AGREEMENT ("Agreement") dated April 25th, 2003, between the Public Building Commission of McLean County, Illinois ("PBC") and the County of McLean of the State of Illinois ("COUNTY").

WITNESSETH

WHEREAS, pursuant to the terms of the Agreement, the PBC has agreed to pay the first \$500,000.00 of the construction costs for repair to the dome and roof of the courthouse and the COUNTY has agreed to reimburse the PBC the \$500,000 upon receipt of grant money from the Illinois Department of Natural Resources; and

WHEREAS, the COUNTY has taken bids for the repair to the dome and roof of the courthouse and the total construction cost before any change orders is \$1,112,885.00; and

WHEREAS, the COUNTY has employed Wiss, Janney, Elstner Associates, Inc. at a cost of \$93,500.00 as the architect for the project.

WHEREAS, the COUNTY desires that the PBC pay for all of the costs associated with the dome and roof repair project including any amounts over and above the \$1,112,885.00, because of change orders that might subsequently be necessary and which add to the construction project cost and the architect fees; and

WHEREAS, the COUNTY has agreed to pay to the PBC \$226,000.00 towards the costs of the dome and roof repair project, which are the net proceeds it received from the sale of the McBarnes Memorial Building; and

WHEREAS, the PBC believes it to be in the best interest of the public that the dome and roof repairs be made to the courthouse building and that it is appropriate to use surplus funds of the PBC to pay any balances needed to fully fund the cost of the project.

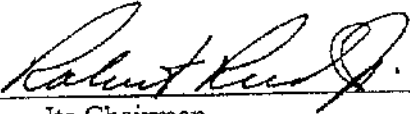
NOW THEREFORE, in consideration of the undertakings of the respective parties hereinafter set forth, it is agreed as follows:


1. The PBC agrees to enter into a contract with Kajima Construction Services for the repair of the dome and roof of the courthouse at an initial cost of \$1,112,885.00 pursuant to which contract it will pay any amounts added to the contract price as a result of any change orders approved by the PBC subsequent to the start of the work. In addition the PBC agrees to pay Wiss, Janney, Elstner Associates the sum of \$93,500 for architectural services.
2. The COUNTY agrees to pay to the PBC the sum of \$226,000.00 upon the execution of this Agreement and the PBC agrees to apply all of said funds toward the dome and roof repair project on the courthouse.
3. The COUNTY also agrees, promptly upon receipt of the grant monies of \$500,000.00 from the Illinois Department of Natural Resources, to pay said amounts to the PBC.
4. The COUNTY further agrees to pay to the PBC in ten (10) equal annual installments commencing July 1, 2005 and on the first day of July each year thereafter through and including July 1, 2014, one-tenth of the total construction costs and architectural fees less the \$226,000.00 paid by the COUNTY to the PBC as set forth above and less all amounts paid by the COUNTY to the PBC from the Illinois Department of Natural Resources grant.
5. The parties hereto agree that upon completion of the construction project and the determination of the total cost of the project, less the amounts paid by the COUNTY to the PBC as herein set forth, that they will execute a document in substantially the same form as Exhibit A attached hereto setting forth the un-reimbursed balance of the total project cost and the resulting amount of the annual payments due the PBC for such un-reimbursed costs.
6. In all other respects the provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties have set their signatures by their respective authorized officers to be effective as of this 4th day of May, 2004.

Public Building Commission of McLean
County, Illinois

County of McLean

By: 
Its Chairman

By: 
Its Chairman, County Board

jir-wp8-4/29/04-H:\David\PBC\Amendment to Int. Gov. Agreement.wpd

Members Selzer/Harding moved the County Board approve a Request for Approval of Proposed Amendment to an Intergovernmental Agreement between the PBC and McLean County. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:

Member Renner, Chairman, stated the following: we are pulling all of our items from the agenda. Our General Report is found on pages 132-139.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: just to remind the Board that in July the Board meeting will be on the fourth Tuesday of the month, July 27, 2004, because of the National Association of Counties annual conference. So please pay attention to your Board calendar when that is mailed out.

OTHER BUSINESS AND COMMUNICATION:

Member Rackauskas stated the following: I just publicly would like to thank Mr. John Zeunik for the wonderful report he gave in the Executive packet we received. It was concise and easy to read. Thank you very much for all of your efforts.

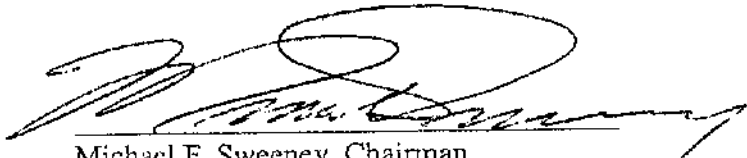
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

June 15, 2004

2004 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$282,821.74	\$282,821.74
Finance		\$510,878.83	\$510,878.83
Human Services		\$329,985.21	\$329,985.21
Justice		\$2,128,172.65	\$2,128,172.65
Land Use		\$16,297.82	\$16,297.82
Property		\$212,007.87	\$212,007.87
Transportation		\$959,535.40	\$959,535.40
Health Board	\$107.00	\$510,542.29	\$510,649.29
Disability Board		\$49,151.17	\$49,151.17
T. B. Board		\$29,283.72	\$29,283.72
Total	\$107.00	\$5,028,676.70	\$5,028,783.70



Michael F. Sweeney, Chairman
McLean County Board

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

Members Gordon/Renner moved for adjournment until Tuesday, July 27, 2004 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:45 a.m.

Michael Sweeney
County Board Chairman




Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 15th day of June, 2004, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 12th day of July, 2004.



Peggy Ann Milton
McLean County Clerk