

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

June 20, 2006

*Subject to approval at  
July 18, 2006  
County Board Meeting*



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**June 20, 2006**

The McLean County Board met on Tuesday, June 20, 2006 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

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

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

**The following Member was absent:**

Member Duffy Bass, Sue Berglund, Robert Nuckolls, and David Selzer.

**Consent Agenda:**

Chairman Sweeney asked if there were any items to be removed from the Consent Agenda. Member Hoselton asked that Item 6B2 be removed. Member Segobiano 6C2a be removed for clarification.

The Amended Consent Agenda read as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, May 16, 2006
- B. County Highway Department – Jack Mitchell, County Engineer
  - 1) Request Approval of a Resolution and Letting Results from May 30, 2006 County and Township Projects
  - 3) Request Approval of a Resolution for Improvements – Bentown/Holder Road –(CH-25)
  - 4) Request Approval of Lexington/LeRoy Road – Sec. 04-00044-08-WR
    - (1) Resolution for Improvement
    - (2) Federal Aid Agreement
  - 5) Request Approval of Danvers/Carlock Road – Sec. 03-00148-02-AS – IDOT – Truck Access Route Program (TARP) Agreement and an Increase in Weight Limit to 80,000 pounds
- C. Building and Zoning – Phil Dick, Director
  - 1) Zoning Cases:
    - a) Request Approval of the Application of Crestwicke Country Club in Case SU-06-10 for a Special Use to allow outside consumption of alcohol accessory to a Golf Course on property which is located in Bloomington Township at 15671 E 910 North Road, Bloomington, IL
    - b) Request Approval of the Application of Indian Springs Country Club in Case SU-06-11 for a Special Use to allow outside consumption of alcohol accessory to a Golf Course on property which is located in Cheney's Grove Township at 37180 Commanche Dr., Saybrook, IL
    - c) Request Approval of the Application of Hazy Hills Golf Course in Case SU-06-12 for a Special Use to allow outside consumption of alcohol accessory to a Golf Course on property which is located in Hudson Township at 25258 N 1350 East Road, Hudson, IL
    - d) Request Approval of the application in case SU-06-13 for a special use to allow a single family residence in the Agriculture District for the daughter of a farm owner on property which is located in Arrowsmith Township immediately west of 3500 East Road and approximately 500 feet south of 850 North Road

D. Transfer Ordinances

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

1) Executive Committee

- a) Request Approval to Award the Bid for an Integrated Justice Information System Server – Information Services

2) Finance Committee

- a) Request Approval of the Renewal of the End User Software License Agreement between Cott Systems, Inc. and McLean County to continue Software Assurance Services – Recorder’s Office
- b) Request Approval of a Resolution to Approve an Addendum to the Professional Service Agreement with Joseph E. Meyer, McLean County Delinquent Tax Agent – Treasurer’s Office

3) Property Committee

- a) Request Approval of a SkyTel License Antenna Agreement for McLean County Health Department – Facilities Management
- b) Request Approval to Award the Bid for a Tractor/Loader Lease Agreement to Cross Implement, Inc. – Parks & Recreation
- c) Request Approval of a Coffee Depot Lease for the Law and Justice Center – Facilities Management

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

1) REAPPOINTMENTS:

**CROPSEY STREET LIGHT DISTRICT**

Ms. Sharon Cameron  
P.O. Box 72  
Cropsey, IL 61731  
(Three-year term to expire on June 30, 2009)

**ZONING BOARD OF APPEALS**

Mr. James Finnigan  
3907 Stringtown Road  
Shirley, IL 61722  
(Three-year term to expire on June 30, 2009)

**McLEAN COUNTY BOARD OF HEALTH**

Richard J. Hon, Jr., M.D.  
#5 Stetson Drive  
Bloomington, IL  
(Three-year term to expire on June 30, 2009)

**McLEAN COUNTY BOARD OF HEALTH**

Ms. Corliss Tello  
10140 Old Sawmill Road  
Bloomington, IL 61704  
(Three-year term to expire on June 30, 2009)

**T.B. CARE AND TREATMENT BOARD**

Ms. Corliss Tello  
10140 Old Sawmill Road  
Bloomington, IL 61704  
(Three-year term to expire on June 30, 2009)

2) APPOINTMENTS:

**McLEAN COUNTY BOARD OF HEALTH**

Cynthia H. Sullivan Kerber, PhD, APN, CS  
School of Nursing, Illinois Wesleyan University  
220 Stevenson Hall  
Bloomington, IL 61701  
(To complete Three-year term to expire on June 30, 2008)

**T.B. CARE AND TREATMENT BOARD**

Cynthia H. Sullivan Kerber, PhD, APN, CS  
School of Nursing, Illinois Wesleyan University  
220 Stevenson Hall  
Bloomington, IL 61701  
(To complete Three-year term to expire on June 30, 2008)

**BOARD FOR CARE AND TREATMENT OF PERSONS WITH  
DEVELOPMENTAL DISABILITIES**

Cynthia H. Sullivan Kerber, PhD, APN, CS  
School of Nursing, Illinois Wesleyan University  
220 Stevenson Hall  
Bloomington, IL 61701  
(To complete Three-year term to expire on June 30, 2008)

3) RESIGNATIONS

**McLEAN COUNTY BOARD OF HEALTH**

Eileen R. Fowles, Ph.D.  
Mennonite College of Nursing  
ISU Campus Box 5810  
Normal, IL 61761

**T.B. CARE AND TREATMENT BOARD**

Eileen R. Fowles, Ph.D.  
Mennonite College of Nursing  
ISU Campus Box 5810  
Normal, IL 61761

**BOARD FOR CARE AND TREATMENT OF PERSONS WITH  
DEVELOPMENTAL DISABILITIES**

Eileen R. Fowles, Ph.D.  
Mennonite College of Nursing  
ISU Campus Box 5810  
Normal, IL 61761

- 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 6, 2006, for a letting held on May 30, 2006 for McLean County 2005 Non-MFT Construction Section project; and

WHEREAS, the Transportation Committee duly approved the bids on June 6, 2006.

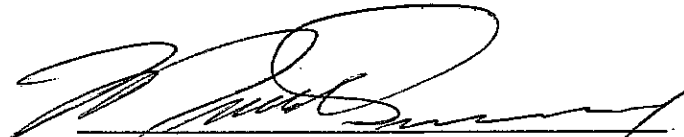
NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

**2005 Non-MFT CONSTRUCTION SECTION:**

**McLean County .....Sec 05-00047-10-BR – Peacock Bridge**

The successful bidder for the above section was:

Entler Excavating Company, Inc .....\$221,661.00

  
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 is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on June 20, 2006.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 20<sup>th</sup> day of June, A.D., 2006.

[SEAL]

  
Peggy Ann Milton, McLean County Clerk



McLEAN COUNTY HIGHWAY DEPARTMENT  
May-30, 2008

McLEAN COUNTY  
SEC. 05-00047-10-BF

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS			ROWE			STARK			OTTO BAUM			ENTLER EXCAVATING			MIDWEST FOUNDATION		
						ESTIMATE TOTAL	UNIT PRICE	TOTAL	ESTIMATE TOTAL	UNIT PRICE	TOTAL	ESTIMATE TOTAL	UNIT PRICE	TOTAL	ESTIMATE TOTAL	UNIT PRICE	TOTAL	ESTIMATE TOTAL	UNIT PRICE	TOTAL	ESTIMATE TOTAL	UNIT PRICE	TOTAL
Earth Excavation	Cu Yd		75	\$30.00	\$2,250.00	\$0.00	\$100.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Furnished Excavation	Cu Yd		485	\$15.00	\$7,275.00	\$0.00	\$5.00	\$3,860.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Porous Granular Embankment	Ton		870	\$20.00	\$17,400.00	\$0.00	\$15.50	\$13,485.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Geo Fab for Gird Stabil	Sq Yd		139	\$8.00	\$1,112.00	\$0.00	\$12.00	\$1,668.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Seeding, Class 2, Special	Acres		0.4	\$5,000.00	\$2,000.00	\$0.00	\$6,300.00	\$2,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Riprap, Special	Ton		125	\$40.00	\$5,000.00	\$0.00	\$54.00	\$6,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Aggregate Base Crse, Ty B	Ton		89	\$25.00	\$2,225.00	\$0.00	\$40.00	\$3,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Paved Ditch Removal	Foot		88	\$7.00	\$616.00	\$0.00	\$19,750.00	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Removal of Existing Structures	Each		1	\$15,000.00	\$15,000.00	\$0.00	\$300.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ReBars, Epoxy Coated	Pound		21,000	\$1.70	\$35,700.00	\$0.00	\$22.00	\$462.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Name Plates	Each		1	\$300.00	\$300.00	\$0.00	\$675.00	\$675.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Concrete Box Culverts	Cu Yd		115.5	\$20.00	\$2,310.00	\$0.00	\$22.00	\$2,541.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SPBGR, Ty A	Foot		350	\$20.00	\$7,000.00	\$0.00	\$5.00	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Guardrail Removal	Foot		560	\$7.00	\$3,920.00	\$0.00	\$32.00	\$1,792.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Terminal Marker-Direct Applied	Each		4	\$30.00	\$120.00	\$0.00	\$1,250.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Traffic Barr Term, Ty 1	Each		4	\$1,200.00	\$4,800.00	\$0.00	\$20.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Agg Base Crse, Special 6"	Sq Yd		138	\$12.00	\$1,656.00	\$0.00	\$20.00	\$2,760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Agg Base Crse, Special 12"	Sq Yd		138	\$18.00	\$2,484.00	\$0.00	\$30.00	\$4,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pipe Dralths, PGCS 12"	Foot		20	\$30.00	\$600.00	\$0.00	\$48.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pipe Dralths, PGCS 18"	Foot		472	\$35.00	\$16,520.00	\$0.00	\$200.00	\$94,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pipe Base Crse, Super 6"	Sq Yd		133	\$60.00	\$7,980.00	\$0.00	\$4.50	\$598.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bit Binder Crse, Super IL-19.0 N50	Ton		23	\$120.00	\$2,760.00	\$0.00	\$233,571.50	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$202,110.50	\$0.00	\$202,110.50	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

NORMAL RD  
SEC. 2006 NON-MFT AGGREGATE

ITEM  
Agg Surf Crse Ty B CA-8/10

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL
F.O.B.	Ton	3,100	\$9.00	\$27,900.00
Twp.				\$27,900.00
Stockpile				\$27,900.00

ROWE		
BID CHECK	UNIT PRICE	TOTAL
	\$8.75	\$27,125.00
		\$27,125.00

STARK		
BID BOND	UNIT PRICE	TOTAL
	\$0.00	\$0.00
		\$0.00

TOWANDA CO.		
BID BOND	UNIT PRICE	TOTAL
	\$0.00	\$0.00
		\$0.00

RESOLUTION  
FOR THE IMPROVEMENT OF COUNTY HIGHWAY 25 (CH 25)  
ALSO KNOWN AS THE BENTOWN-HOLDER ROAD

WHEREAS, the McLean County Board has authorized the improvement of County Highway 25 (CH 25), also known as the Bentown-Holder Road from Illinois Route (Rte. 9) to 1100N (or one-half mile south of Holder); and

WHEREAS the County Board has appropriated funds for said project; and

WHEREAS, the County board has determined that the improvements of County Highway 25 (CH 25), Bentwon-Holder Road, is necessary for the health, safety, and welfare of the public; and

WHEREAS, the preliminary plans developed for the County require the acquisition of certain properties near or adjacent to County Highway 25 (CH 25); and

WHEREAS, the County Board has authorized the acquisition of real property required and needed for such roadway and Right-of-Way purposes; and

WHEREAS, additional guidance is deemed appropriate for the project.

NOW THEREFORE, be it resolved by the County Board of McLean County as follows:

1. The County Engineer shall be guided by 605 ILCS 5/5-801 in the acquisition of property for the improvement of County Highway 25 (CH 25).
2. That pursuant to 605 ILCS 5/5-801, the County Engineer may acquire the fee simple title, or such lesser interest, as may be desired to any lands, rights or property necessary for the construction, maintenance or operation of County Highway 25 (CH 25).
3. That in selecting the interest to be acquired, the County Engineer shall consider the cost of the interest to be acquired, the nature and extent of the interest that will be needed both now and in the future, the size of the parcel, the location of residences and buildings, the construction schedule, and the relationship between the interest to be acquired, the public safety, use by utilities, and sound road design principles.


Adopted by the County Board of McLean County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2006.

APPROVED:

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

ATTEST:

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

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency McLean County	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 04-00044-08-WR	Fund Type STR	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-309-06	SR-489(107)				

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

**Location**

Local Name Lexington Leroy Route FAS 489 Length 4.0822 miles  
 Termini FAS 487 (880N) southerly to FAS 1517 (US 150)  
 Current Jurisdiction McLean County Existing Str. No. \_\_\_\_\_

**Project Description**

Widening and resurfacing. The existing 22 foot pavement North of Supreme Court in Leroy will be widened and resurfaced at a 24 foot width. The existing 24 foot pavement South of Supreme Court in Leroy will be resurfaced at the same 24 foot width.

**Division of Cost**

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	1,200,000	( 80 )	( )	( )	300,000	( 20 )	1,500,000
Non-Participating Construction	( )	( )	( )	( )	( )	( )	( )
Preliminary Engineering	( )	( )	( )	( )	120,000	( 100 )	120,000
Construction Engineering	( )	( )	( )	( )	97,500	( 100 )	97,500
Right of Way	( )	( )	( )	( )	( )	( )	( )
Railroads	( )	( )	( )	( )	( )	( )	( )
Utilities	( )	( )	( )	( )	( )	( )	( )
<b>TOTAL</b>	<b>\$ 1,200,000</b>		<b>\$</b>		<b>\$ 517,500</b>		<b>\$ 1,717,500</b>

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

**Local Agency Appropriation**

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

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (95% of LA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
 METHOD C---LA's Share 300,000 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office. Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA.
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

**ADDENDA**

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

Number 1 Location Map.

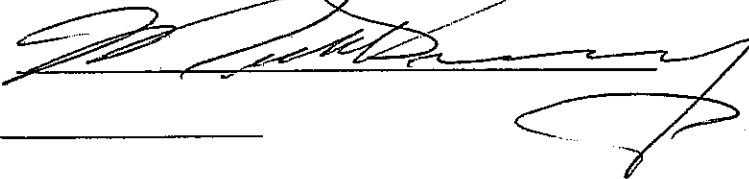
(Insert addendum numbers and titles as applicable)

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

**APPROVED**

Name Michael Sweeney

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

Signature 

Date \_\_\_\_\_

TIN Number 37-6001569

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Timothy W. Martin, Secretary

Date \_\_\_\_\_

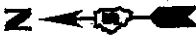
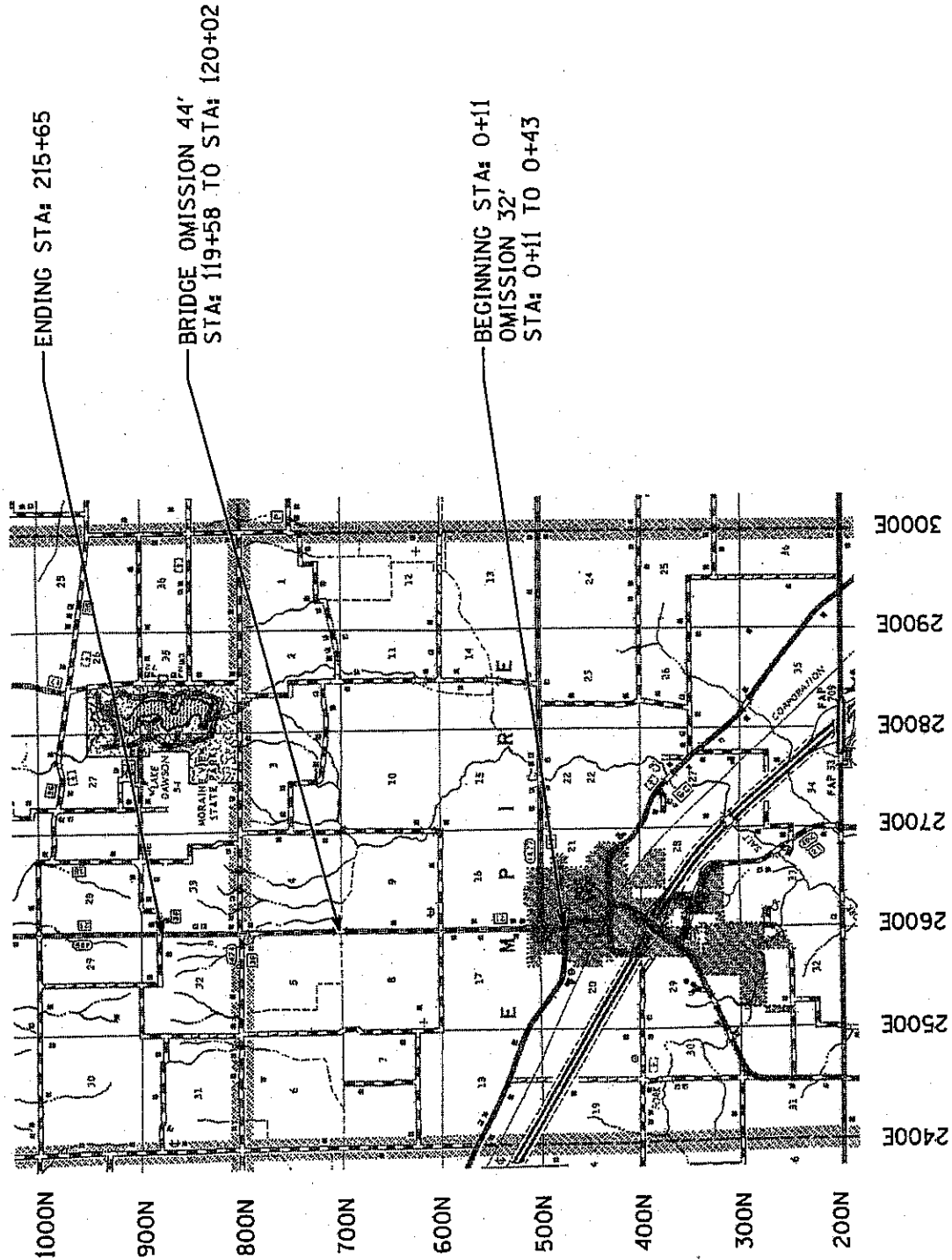
\_\_\_\_\_  
Milton R. Sees, Director of Highways/Chief Engineer

\_\_\_\_\_  
Ellen Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Ann L. Schneider, Director of Finance and Administration

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

MCLEAN COUNTY  
 LOCATION MAP  
 LEXINGTON-LEROY RD (CH 21)  
 SECTION 04-00044-08-WR





Lexington-Leroy Road

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

County Highway(s) 21, beginning at a point near the SW Corner of the NW 1/4 of the NW 1/4 of Section 21, T22N, R4E, of the 3rd P.M. (U.S. Route 150)

and extending along said route(s) in a(n) Northerly direction to a point near the SW Corner of the NW 1/4 of the NW 1/4 of Section 33, T23N, R4E, of the 3rd P.M. (C.H. 36 at 880N)

, a distance of approximately 21,554 feet (4.0822 miles); and,

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

and shall be designated as Section 04-00044-08-WR and,

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

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

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Three Hundred Thousand dollars, (\$300,000.00)

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

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

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

Authorized MFT Expenditure
Date
Department of Transportation
Regional Engineer

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

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

on June 20, 2006  
Date

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

in said County, this 20 day of June A.D. 2006  
(SEAL) *[Signature]* County Clerk



Local Agency <b>McLean County</b>	 <b>Illinois Department of Transportation</b>  <b>Truck Access Route Program (TARP) Agreement</b>	Job Number - Construction <b>C-95-320-06</b>
Section <b>03-00148-02-AS</b>		Job Number - Engineering

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

**Location**

Local Name Danvers-Carlock Road Route FAS 488 Lane Miles 5.03 miles

Number of Eligible Intersections 1

Termini Interstate 74 at Carlock and North Stree Danvers

Current Jurisdiction McLean County

**Project Description**

Upgrade to 80,000 pound truck route

**Division of Cost**

Type of Work	TARP (1)	LA (2)	Total
Participating Construction	317,040	4,082,960	4,400,000
Non-Participating Construction			
Preliminary Engineering			
Construction Engineering			
<b>TOTAL</b>	<b>\$317,040</b>	<b>\$4,082,960</b>	<b>\$4,400,000</b>

**Note**

- 1/ It is mutually agreed that the STATE'S share of the PROJECT cost under the Truck Access Route Program shall be a lump sum amount of \$317,040 not to exceed 50% of the final construction cost, whichever is the lesser.
- 2/ Any remaining balance shall be the responsibility of the LA.

Upon award of the project and request of payment from the LA, the STATE will pay the LA its share of the project-costs.

## Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
  2. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
  3. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
  4. The LA agrees to retain jurisdiction and to maintain or cause to be maintained in a manner satisfactory to the STATE, the completed PROJECT.
  5. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract for construction of the proposed improvements after receipt of a satisfactory bid and after concurrence in the award has been received from the STATE and provide, or cause to be provided, all of the initial funding necessary to complete the project subject to partial reimbursement by the STATE.
  6. The LA agrees to pass an ordinance/resolution clearly defining the limits of the proposed 80,000 pound truck route and identifying the truck route class. A copy of said ordinance/resolution is attached as Exhibit B. Such truck route shall be properly signed in accordance with the Illinois Manual on Uniform Traffic Control Devices. Cost of truck route signing is included in estimated cost of the PROJECT.
  7. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
  8. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
  9. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
  10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
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Local Agency McLean County	Section 03-00148-02-AS
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EXHIBITS

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

Exhibit A - Location Map

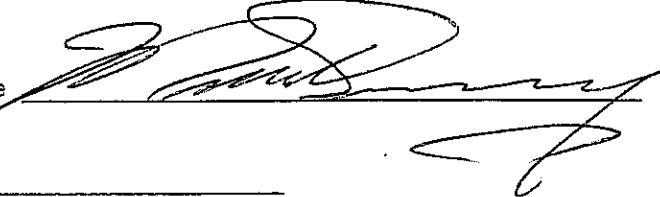
Exhibit B - 80,000lb Truck Route Resolution/Ordinance

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

APPROVED

Name Michael F. Sweeney

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

Signature 

Date \_\_\_\_\_

TIN Number \_\_\_\_\_

APPROVED

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Timothy W. Martin - Secretary of Transportation

Date \_\_\_\_\_

\_\_\_\_\_  
Milton R. Sees - Director of Highways/Chief Engineer

\_\_\_\_\_  
Ellen Schanzle-Haskins - Chief Counsel

\_\_\_\_\_  
Ann L. Schneider - Director of Finance and Administration

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

Local Agency McLean County	Section 03-00148-02-AS
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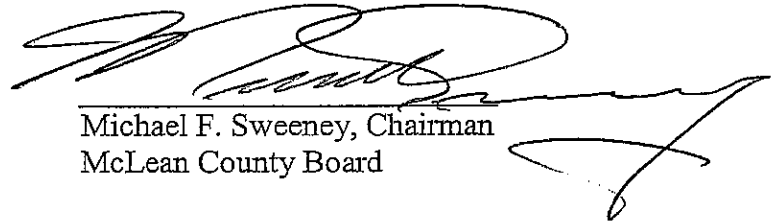
## McLEAN COUNTY WEIGHT LIMIT RESOLUTION

WHEREAS, it is hereby deemed to be of benefit for McLean County to increase the weight limit of the Danvers-Carlock Road, McLean County Highway 53, from Interstate 74 at Carlock to North Street (McLean County Highway 18) in Danvers to 80,000 pounds.

NOW THEREFORE, the McLean County Board hereby establishes the Danvers-Carlock Road, McLean County Highway 53, from Interstate 74 at Carlock to North Street (McLean County Highway 18) in Danvers, a distance of 26,578.95 feet (5.034 Miles), as a Class III Truck Route with an 80,000 pounds maximum weight limit. Said designation to be effective upon the completion of the construction of said highway, Section 03-00148-02-AS, and the erection of the signs designating this portion of road as a Class III Truck Route, as herein authorized.


Dated this 20<sup>th</sup> day of June, 2006.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Crestwicke Country Club, in case SU-06-10, parcel 21-27-454-004. They are requesting a special use to allow outside consumption of alcohol accessory to a golf course on property which is part of Sections 27, 34 & 35, Township 23N, Range 2E of the 3<sup>rd</sup> P.M. and is located in Bloomington Township at 15671 E 910 North Road, Bloomington, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on June 6, 2006 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 147 acre property is currently used as a golf course and country club. The property is sloping and hilly and drains to creek at the center of the property and then to the south. The property has approximately 1100 feet of frontage on the south side of 910 North Road which is an asphalt road 22 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land is in the R-1 Single Family Residence District. The land to the north is in the R-2 Two Family Residence District. The land to the east, south and west is in the R-1 District. The land to the north, east and west is used for single family residences. The land to the south is used for both crop production and single family residences.

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

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is in the process of applying for a liquor license that will allow them to sell alcoholic beverages outside of buildings to patrons of the country club. In order to be granted a liquor license that would allow them to sell alcoholic beverages outside, the applicants are required to obtain approval of a special use permit. The proposed special use is consistent with other golfing facilities in the area.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The applicant will sell alcoholic beverages to golfers who are allowed to take the alcoholic beverages with them on the course. Golfers and patrons will also be allowed to drink the beverages on the patio area that is located on the south side of the clubhouse. Patrons will be able to enjoy food and beverages in an open

environment when weather is permitting. The proposed special use will not likely diminish property values in the immediate area.

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 site is primarily surrounded by residential subdivisions. Nearby land that is suitable for residential and agriculture uses will continue to be suitable for such uses.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The applicant has obtained approval from the County Health Department for the septic system that is located on this property.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The existing entrances were lawfully established; it appears that safe site distance can be provided.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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

Therefore this Board recommends that a special use be granted on the property described above to allow the outside sale and consumption of alcoholic beverages accessory to the golf course.

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

Respectfully submitted this 6<sup>th</sup> day of June 2006, McLean County Zoning Board of Appeals

Sally Rudolph  
\_\_\_\_\_  
Chair

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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Indian Springs Country Club, in case SU-06-11, parcel 25-19-400-001. They are requesting a special use to allow outside consumption of alcohol accessory to a golf course on property which is part of the east ½ of Sec. 19, Township 23N, Range 6E of the 3<sup>rd</sup> P.M. and is located in Cheneys Grove Township at 37180 Commanche Dr., Saybrook, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on June 6, 2006 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 79 acre property is currently used as a golf course and country club. The property is sloping and hilly and drains to the north and east. The property has 60 feet of frontage on the west side of Comanche Drive which is an oil and chip road 18 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land is in the Agriculture District. The land to the north, south and west is in the Agriculture District. The land to the east is in part in the Agriculture District and in part in the R-1 Single Family Residence District. The land to the north is in part wooded and in part crop production. The land to the east is in part crop production and in part 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 applicant is in the process of applying for a liquor license that will allow them to sell alcoholic beverages outside of buildings to patrons of the golf course. In order to be granted a liquor license that would allow them to sell alcoholic beverages outside, the applicants are required to obtain approval of a special use permit. The proposed special use is consistent with other golfing facilities in the area.
  
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The applicant will sell alcoholic beverages to golfers who are allowed to take the alcoholic beverages with them on the course. Patrons will be able to enjoy food and beverages in an open environment when weather is permitting. The proposed special use will not likely diminish property values in the immediate area.

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 site is adjacent to a residential subdivision to the north and agriculture uses elsewhere. Nearby land that is suitable for residential and agriculture development will continue to be suitable for such uses.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard can be met. The applicant has obtained approval from the County Health Department for the septic system that is located on this property.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The existing entrance was lawfully established; it appears that safe site distance can be provided.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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

Therefore this Board recommends that a special use be granted on the property described above to allow the outside sale and consumption of alcoholic beverages accessory to the golf course.

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

Respectfully submitted this 6<sup>th</sup> day of June 2006, McLean County Zoning Board of Appeals

Sally Rudolph  
\_\_\_\_\_  
Chair

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



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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Hazy Hills Golf Course, in case SU-06-12, parcel 07-05-300-005. They are requesting a special use to allow outside consumption of alcohol accessory to a golf course on property which is part of the west ½ of Section 5, Township 25N, Range 2E of the 3<sup>rd</sup> P.M. and is located in Hudson Township at 25258 N 1350 East Road, Hudson, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on June 6, 2006 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 108 acre property is currently used as a golf course. The property is sloping and hilly and drains to the north to the Mackinaw River. The property has approximately 1,700 feet of frontage on the west side of 1350 East Road which is an oil and chip road 18 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land is in the Agriculture District and is surrounded by land in the Agriculture District. The land to the north and west is in part wooded and in part crop production. The land to the east is in part crop production and in part occupied by a single family residence. The land to the south 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 applicant is in the process of applying for a liquor license that will allow them to sell alcoholic beverages outside of buildings to patrons of the golf course. In order to be granted a liquor license that would allow them to sell alcoholic beverages outside, the applicant is required to obtain approval of a special use permit. The proposed special use is consistent with other golfing facilities in the area.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The applicant will sell alcoholic beverages to golfers who are allowed to take them on the golf course. Golfers and patrons will also be allowed to drink the beverages on the patio area that is located on the east side of the clubhouse. Patrons will be able to enjoy food and beverages in an open environment when weather is

permitting. The proposed special use will not likely diminish property values in the immediate area.

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 agriculture 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 can be met. The applicant has obtained approval with the County Health Department for the septic system that is located on this property.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the existing entrance.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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

Therefore this Board recommends that a special use be granted on the property described above to allow the outside sale and consumption of alcoholic beverages accessory to the golf course.

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

Respectfully submitted this 6<sup>th</sup> day of June 2006, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Nicole Grice in case SU-06-13, parcel 24-35-400-001. She is requesting a special use to allow a single family residence in the Agriculture District for the daughter of a farm owner on property which is part of the SE ¼ of Section 35, Township 23N, Range 5E of the 3<sup>rd</sup> P.M. and is located in Arrowsmith Township immediately west of 3500 East Road and approximately 500 feet south of 850 North Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on June 6, 2006 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 1.09 acre property is in crop production. The property has 263 feet of frontage on the west side of 3500 East Road, an oil and chip road 17 feet in width. The property is gently sloping and drains to the south and east.

**SURROUNDING ZONING AND LAND USES** - The property is surrounded by land in the A-Agriculture District. The property to the north is the site of an abandoned farm dwelling. The land to the east, south and west is in crop production.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 108 out of 125 points. The site assessment score was 118 out of 175 points. The total LESA score was 226 points out of 300. A score of 225 and above means the property is of high value for agricultural land protection.

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

**STANDARDS FOR RECOMMENDING:**

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

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system that has been approved by the County Health Department. The property has 263 feet of frontage on the west side of 3500 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant has obtained approval from the Arrowsmith Township Road Commissioner 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, provided one of the initial occupants of the proposed dwelling is the applicant. The application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; the applicant is the daughter of the owner of the farm from which the lot is being set aside.

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

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

Respectfully submitted this 6<sup>th</sup> day of June 2006, McLean County Zoning Board of Appeals

Sally Rudolph  
\_\_\_\_\_  
Chair

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



**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5124  
115 E. Washington, Room 202 P.O. Box 2400 Bloomington, Illinois 61702-2400

**Request for Approval to Purchase Integrated Justice Server**

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

Information Services respectfully request that the purchase of a new production server be awarded to Levi, Ray & Shoup (LRS). The machine offered by Levi, Ray & Shoup is the latest RS/6000 (or IBM pseries) currently available.

Although all bid procedures were followed, including publication in the Pantagraph (Sunday paper), only one bid was received by Information Services. Monies for this purchase have been budgeted in the FY 2006 budget.

The bid was placed as four separate items.

Item #1 represents the actual machine, Item #2 represents the Software Subscription (Operating System), Item #3 represents the cost of software support, and Item #4 represents the cost of on-site hardware support.

Prices received are as follows:

Description	LRS
Item 1	62,186.22
Item 2	1,161.49
Item 3	7,892.89
Item 4	2,283.52
<b>Totals</b>	<b>\$73,524.12</b>

LRS has proved themselves a responsible and responsive bidder for McLean County Information Services in the past. The exceptions they noted are attached, and Information Services has no objections to these exceptions.

I welcome any questions or comment you may have.

Respectfully submitted,

Craig Nelson  
Director, McLean County Information Services

May 25, 2006

H. Lee Newcom  
McLean County Recorder  
P O Box 2400  
Bloomington, IL 61701

Dear Mr. Newcom,

Our records indicate that the **End User Software License Agreement** signed 3/25/2002 between Cott Systems, Inc and Mclean County expires **8/30/2006**. Based on the agreement terms, it is necessary for you to indicate your desire to continue Software Assurance services for an additional term-expiring 12/31/2010.

On execution of this agreement letter our current End User Software License Agreement and Software Assurance support pricing will continue until December 31, 2006. Effective January 1, 2007 and continuing until December 31, 2010 the new Software Assurance monthly support price will be \$1,525.00 (One thousand, five hundred, twenty five dollars) per month. The parties also agree that in all other respects, the End User Software License Agreement shall continue in full force and effect through December 31, 2010.

Please indicate your decision to continue Software Assurance with your signature below and returning both copies to my attention. Upon receiving it, Gary will sign both copies and I will return one to you with his signature. Thank you for your continued business and choosing Cott as your systems provider.

Cott Systems, Inc.

Rick Collins  
Renewal Product Specialist

**COTT SYSTEMS, INC.**

**CUSTOMER**

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
H. Lee Newcom, McLean County Recorder


\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Attest) Peggy Ann Milton, McLean County Clerk



H. Lee Newcom  
McLean County Recorder  
115 E. Washington Street, Room M-104  
Post Office Box 2400  
Bloomington, IL 61702-2400  
(309) 888-5170  
(309) 888-5927

June 20, 2006

To: Members of the Finance Committee, McLean County Board  
From: Lee Newcom, County Recorder   
Re: Cott Systems renewal

The Cott Systems contract expires this year. We wish to renew for a term ending in 2010. This contract extension has been approved by the State's Attorney's office which made minor modifications which were accepted by Cott.

WHEREAS, on May 18, 1999, this County Board of McLean County, Illinois, entered into a certain written "PROFESSIONAL SERVICE AGREEMENT" with Joseph E. Meyer providing for the creation and administration of a Delinquent Tax Liquidation Program; and

WHEREAS, the costs of conducting said Program, including costs of obtaining title to tax delinquent parcels and conveying such parcels through public auctions, have substantially increased; and

WHEREAS, increasing the minimum auction sale bid to \$600.00 per parcel will recover such increased program costs;

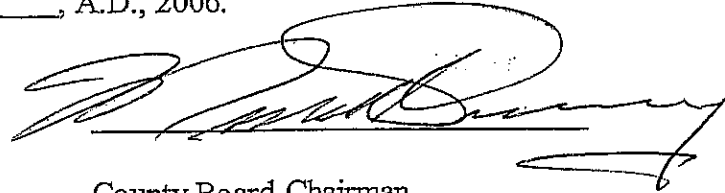
NOW THEREFORE BE IT RESOLVED by the County Board of McLean County, Illinois, that the minimum auction sale bid for parcels first offered at public oral or sealed bid auction sales through the Delinquent Tax Liquidation Program shall be, and is hereby, increased to \$600.00 per parcel; and

FURTHER, that the increase in minimum bid hereby effected shall be applied so as to increase by \$100.00, to a total of \$350.00, the minimum fee paid to the said Joseph E. Meyer for his services on account of the sale of any parcel pursuant to said Agreement and to increase the Taxing District's proceeds by an additional \$50.00 per item; and

FURTHER, that any items that are not sold upon first offering can be re-offered at a reduced selling price as deemed necessary by the Treasurer and County Board; and

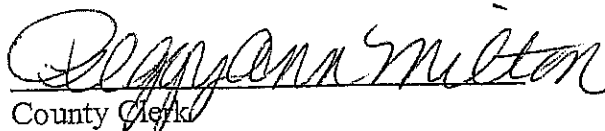
FURTHER, that the Chairman of this County Board is hereby authorized to enter into and to subscribe, on behalf of this County Board, the written "ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT" presented to this meeting and providing for the increase in minimum auction sale bid hereby effected, and that all other terms and provisions of the said "PROFESSIONAL SERVICE AGREEMENT", as heretofore amended, shall remain in full force and effect.

APPROVED AND ADOPTED at a regular meeting of the County Board of McLean County, Illinois, this 20<sup>th</sup> day of June, A.D., 2006.



County Board Chairman

ATTEST:



County Clerk



ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, entered into by and between the County of McLean, Illinois, hereinafter referred to as "County", and Joseph E. Meyer, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into a written instrument entitled "PROFESSIONAL SERVICE AGREEMENT" bearing date of May 18, 1999 (hereinafter referred to as "the Agreement"); and

WHEREAS, the parties desire to amend the Agreement as hereinafter set forth;

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), and for other good and valuable consideration, the parties agree as follows, to-wit:

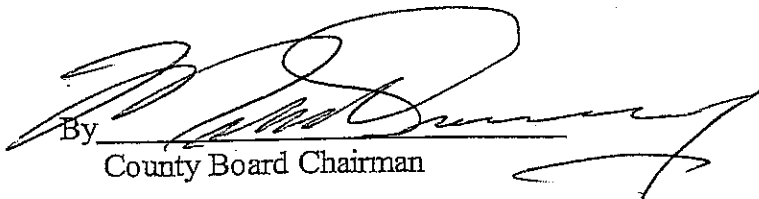
1. That Subparagraph B of Paragraph 4 of the Agreement is hereby deleted in full, and the following is hereby substituted therefor:

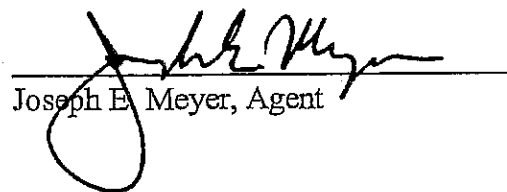
B. When a tax deed has been taken as to any parcel administered through the Program, and upon conveyance thereof to a new owner through a public oral or sealed bid auction sale, Agent shall receive a minimum of THREE HUNDRED FIFTY DOLLARS (\$350.00) or TWENTY-FIVE PERCENT (25%) of the purchase price, whichever is greater. In event the sale price of any parcel is THREE HUNDRED FIFTY DOLLARS (\$350.00) or less, the Agent shall receive the full sale price as compensation and no additional fee shall be paid on account of the sale of such parcel.

2. All other terms and provisions of the Agreement, as heretofore amended, shall remain in full force and effect between the parties hereto.

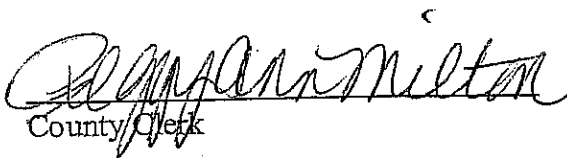
Agreed, entered and signed this 20<sup>th</sup> day of June, A.D., 2006.

The County of McLean, Illinois  
A Body Corporate and Politic

By   
County Board Chairman

  
Joseph E. Meyer, Agent

ATTEST:

  
County Clerk



**REBECCA C. McNEIL**  
**McLEAN COUNTY TREASURER**

(309) 888-5180 Fax (309) 888-5176

www.mclean.gov

Government Center

115 E. Washington Room M-101 P.O. Box 2400 Bloomington, Illinois 61702-2400

Date: May 23, 2006

To: Members of the Finance Committee

From: Rebecca McNeil  
McLean County Treasurer

On May 18, 1999, the McLean County Board entered into a service agreement with Joseph Meyer and Associates to create a Delinquent Real Estate Tax Liquidation program. This agreement was entered into in conjunction with the specifications in section 35ILCS 200/21-90 of the property tax code. The primary goal of the program is to recover delinquent real estate taxes for the benefit of all taxing districts. The second goal is to return unproductive and abandoned parcels to productive use and back onto the tax rolls.

Joseph E. Meyer has requested that an addendum be added to the original service agreement to increase the minimum first time bid to \$600.00 per parcel. For every successful bid at the new amount, Joseph Meyer will retain \$350.00 as their minimum fee and \$250.00 will go to the taxing bodies.

The current minimum bid amount is \$450.00 per parcel. For every successful bid at the current amount, Joseph Meyer retains \$250.00 as their minimum fee and \$200.00 goes to the taxing bodies.

The increase in the first-time minimum bid has been requested by Mr. Meyer to offset the increased operational costs such as postage, publication, supplies, fees and employee costs. The change will also increase the taxing districts proceeds by an additional \$50.00.

The addendum also allows the County Collector and the County Board to establish a minimum bid amount for all parcels that have already been through the initial auction process. Items that are not sold upon first offering can be re-offered in all proceeding auctions at a reduced selling price as deemed necessary by the County Collector and the County Board.

Thank you for your consideration of this matter.

# McLEAN COUNTY DELINQUENT TAX AGENT

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TELEPHONE (618) 656-5744  
TOLL FREE (800) 248-2850  
FACSIMILE (618) 656-5094

141 ST. ANDREWS AVE.  
P. O. BOX 96  
EDWARDSVILLE, IL 62025-0096

May 12, 2006

Treasurer Rebecca McNeil  
McLean County Treasurer  
Government Center  
115 E. Washington, M101  
Bloomington, IL 61702

Re: Minimum Pricing for Auction Sales

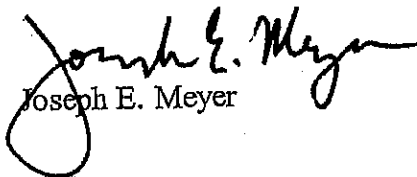
Honorable Treasurer McNeil:

I apologize for not sending revised documents to accommodate items that do not sell at their first auction. I have modified the resolution to allow subsequent offerings at a price as determined by the Treasurer and County Board.

Enclosed is a resolution and addendum to our "Service Agreement". If you feel these changes address the problems we discussed, please present these documents to the County Board at their next available meeting. Upon passage, we can increase the minimum bid amount to \$600.00 for items at the first offering and hopefully generate additional funds. I have left pricing at subsequent offerings open to your direction.

Upon passage, please return one signed copy of the resolution to our office and two signed copies of the addendum. We hope to have this change in effect before printing this year's auction sale catalog. If you have any questions, please contact me at (800) 248-2850.

Sincerely yours,

  
Joseph E. Meyer

**SKYTEL CORP.**  
**ANTENNA SITE LICENSE AGREEMENT**

This Antenna Site License Agreement ("Agreement") is entered into as of this 12<sup>th</sup> day of April, 2006, by and between McLean County ("Licensor") and SkyTel Corp., a Delaware corporation ("Licensee").

1. **License to Use.** Subject to the terms and provisions of this Agreement, Licensor grants unto Licensee a nonexclusive right to use the premises (the "Licensed Premises") described in *Exhibit A* annexed hereto for the construction, installation, maintenance, repair, operation and removal of Licensee's communication equipment (the "Equipment") as more particularly described in Section 5.1 herein below.

2. **Term.** This Agreement shall commence on the first day of September 2006, (the "Commencement Date") and continue for a period of three (3) years (the "Initial Term").

3. **Term Extension.** This Agreement may be extended for an additional three (3) consecutive terms (each an "Extended Term") of the same duration as the Initial Term by Licensee providing Licensor with written notice of its intention to so extend at least ninety (90) days prior to the expiration of the Initial Term or the then current Extended Term. No reply or similar action on the part of the Licensor shall be required in order to effectuate the extension. The Initial Term together with any and all Extended Term(s) shall hereinafter collectively be referred to as the "Term."

4. **License Fee.** Licensee shall pay Licensor, or its designated Payee, on the Commencement Date and on the first day of each calendar month thereafter during the Term of this Agreement a license fee in the amount of Two Hundred Twenty Dollars and twenty cents (\$266.20), plus any applicable state, municipal or county taxes identified by the Licensor and solely related to the aforementioned license fees. Upon written notice by Licensor of such taxes being due, Licensor shall furnish evidence reasonably sufficient to establish such request. Licensee shall pay a 10% increase in the License Fee commencing on the date of each Extended Term.

**5. Installation, Maintenance, Operation and Removal of Equipment.**

5.1. Whenever used in this Agreement, the "Equipment" means Licensee's communication equipment as deemed necessary by Licensee from time to time during the Term to carry out the purpose of this Agreement, including without limitation transmitters, antennas, receivers and auxiliary equipment, and which as of the date hereof is that equipment listed on Exhibit "B" annexed hereto.

5.2. Title to the Equipment installed upon the Licensed Premises shall at all times be and remain with the Licensee. Except as otherwise provided herein, all costs associated with the installation, maintenance, operation and removal of the Equipment shall be paid by Licensee.

5.3. The installation, maintenance, operation and removal of the Equipment shall not damage the Licensed Premises. During the Term, Licensee shall have the right of ingress and egress to the Licensed Premises where the Equipment is located, twenty-four (24) hours a day, seven (7) days a week, without charge, for the purpose of constructing, installing, maintaining, repairing, and removing the Equipment. Prior notice to Licensor of access needed shall be provided in advance of such access to the Licensed Premises by Licensee; provided, however, that should an emergency require Licensee to enter upon the Licensed Premises, such notice shall be provided in advance by Licensee only if reasonably practicable. This same right of access shall apply in the case of the installation and/or maintenance of emergency equipment required to ensure the integrity of the temporary Licensee's system.

5.4. Following the removal of any or all of the Equipment from the Licensed Premises, Licensee shall return the Licensed Premises to its pre-installation condition, ordinary wear and tear excepted. Upon the expiration or termination of this Agreement, Licensee shall have the same right of ingress and egress expressed hereinabove for the purpose of removing the Equipment from the Licensed Premises.

6. **Electricity.** Electrical power to be consumed in the operation of Licensee's Equipment shall be supplied and paid for by Licensor; however, Licensee shall be responsible for the cost of the installation or modification of any outlets or receptacles necessary to provide such electrical power to the Equipment. In no event, except as described in the preceding sentence, shall Licensee be responsible for the cost of any re-wiring or other structural modification of the Licensed Premises to deliver electricity to the Equipment. Licensor shall make any such re-wiring or structural modifications at its own sole cost and expense.

7. **Licensor's Covenants.**

7.1 Licensor shall not use, nor grant a lease or license to any third party permitting installation of equipment or any use of the Licensed Premises, nor permit any use of Licensed Premises or any other facility in proximity thereto in a manner which would interfere with Licensee's use of the Licensed Premises as provided for herein.

7.2 Licensor shall maintain the condition of the Licensed Premises fit for the proper construction, installation, maintenance and operation of the Equipment as provided herein.

8. **Interference by Licensee.** Licensee's Equipment shall not interfere with users on the Licensed Premises as of the date hereof. In the event Licensee's Equipment does interfere with any other user on the Licensed Premises, Licensor shall immediately notify Licensee and Licensee shall have forty-eight (48) hours in which to eliminate the interference.

9. **Termination.** Licensor or Licensee shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party. Upon any termination of this Agreement, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except with respect to those obligations which by their nature are designed to survive termination.

10. **Indemnification.** Licensee shall indemnify and hold Licensor, its officers, directors, employees and agents, harmless from and against any claims, costs, liability or loss from personal injury or property damage, resulting from or arising out of the installation or use of the Equipment which may arise against Licensor excepting claims or damage as may be due to, or caused by, the acts of Licensor. Licensor shall indemnify and hold Licensee, its officers, directors, employees and agents, harmless from and against any claims, costs, liability or loss from personal injury or property damage, or from violations of or non-compliance with applicable and relevant rules or regulations of governmental authorities, resulting from or arising out of the acts, errors, omissions or negligence of Licensor, or the condition of the Licensed Premises or occupancy of same by Licensor or third parties, which may arise against Licensee excepting claims or damage as may be due to, or caused by, the acts of Licensee. The obligations of Licensor and Licensee under this Section 11 shall survive the expiration or earlier termination of this Agreement. The Licensor does not waive its protection under the local governmental and governmental employees tort immunity act.

11. **Insurance.** Licensee shall maintain in full force and effect during the Term insurance providing for personal injury and property damage liability coverage in an amount of at least One Million dollars (\$1,000,000.00) and in a form that is standard for the type of site and operation contemplated by this Agreement. Prior to the installation of the Equipment and annually thereafter, Licensee will provide Licensor with one (1) certificate of insurance. Licensor will be responsible for copying said certificate of insurance and/or ensuring the distribution of said copies to whomever they deem necessary.

12. **Regulatory Compliance.** Except as otherwise expressly set forth in this Agreement, Licensee shall be solely responsible for effecting compliance with all requirements of any and all applicable federal, state or municipal rules and regulations and for obtaining any third party consent, permit, variance or the like as may be required by any federal, state or municipal authority in order to install and operate the Equipment. Without limiting the generality of the foregoing, if the Licensed Premises is a tower, Licensor hereby agrees to be responsible for compliance with all applicable laws, rules and regulations, including without limitation all rules and regulations under Part 17 of the Rules and Regulations of the Federal Communications Commission ("FCC") and Part 77 of the Rules and Regulations of the Federal Aviation Administration ("FAA"), concerning construction, maintenance, lighting, marking and notification requirements of its tower and to be responsible for the payment of any fines that might be levied toward Licensee as a result of non-compliance with any such rules and regulations.

13. **Compliance with Federal Regulations.** Licensee acknowledges that it has contracts with the federal government and is required under the terms and conditions of Licensee's Affirmative Action Plan to have its licensors agree to certain conditions, and in compliance therewith, Licensor agrees that, to the extent applicable, the provisions of 41 C.F.R. Section 60-1.4; 41 C.F.R. Section 60-250.4; and 41 C.F.R. Section 60-741.4 are incorporated by reference into the terms of this Agreement, and are intended to be binding upon Licensor.

14. **Assignment.** This Agreement may at any time be assigned by Licensee to an affiliate or to any person acquiring all or substantially all of the assets or a controlling interest in the voting stock of the assigning party, and, in the event of any assignment of this Agreement, all terms and conditions hereof shall be binding upon and inure to the assignee as though such assignee were an original party hereto.

15. **Quiet Enjoyment.** Licensor covenants and agrees with Licensee that upon Licensee's paying the license fee and observing and performing all the terms, covenants and conditions of Licensee's part, Licensor shall provide Licensee with quiet use and enjoyment of the Licensed Premises, subject to the terms and conditions of this Agreement.

16. **Compliance with Radio Frequency Emissions Rules Or Regulations; Claims.** If applicable, Licensor will comply, at all times with any and all laws, rules or regulations regarding non-ionizing Radio Frequency ("RF") Emissions in effect on the date hereof and as the same may be amended from time to time during the Initial Term or any Extended Term. Licensee's continuing obligations pursuant to this Agreement are conditioned on the site being fully compliant with all applicable FCC rules and/ or regulations with respect to non-ionizing RF Emissions, as well as the FCC's rules governing RF compliance standards. The parties agree that, to the extent there is any need for coordination among FCC licensed tenants or Licensee using the Licensed Premises, Licensor shall be responsible for such coordination. Should any assessment or evaluation be required under the aforementioned laws, rules or regulations, Licensee's sole responsibility to Licensor will be to provide the technical documentation requested with regards to Licensee's non-ionizing RF Emissions levels. Neither Licensee, nor its officers, directors, agents or employees, shall be liable, directly or indirectly, for non-ionizing RF Emissions caused by other tenants or Licensee using the Licensed Premises, or any claims, damages or costs arising therefrom.

17. **Representations and Warranties.**

17.1. **By Licensor.** Licensor hereby represents and warrants that:

Licensor is fully empowered to execute, deliver and perform the various obligations under this Agreement; the individual signing this Agreement on behalf of Licensor is fully empowered to so act on behalf of Licensor; and this Agreement has been duly authorized, executed and delivered by Licensor and constitutes the binding obligation of Licensor-enforceable in accordance with its terms.

17.2. **By Licensee.** Licensee hereby represents and warrants that:

(a) Licensee is fully empowered to execute, deliver and perform the various obligations under this Agreement; the individual signing this Agreement on behalf of Licensee is fully empowered to so act on behalf of Licensee; and this Agreement has been duly authorized, executed and delivered by Licensee and constitutes the binding obligation of Licensee enforceable in accordance with the terms herein.

(b) Licensee will obtain all necessary and proper third party consent, permit, license, variance or the like as may be required by any federal, state or municipal governmental authority in order for Licensee to use the Licensed Premises as contemplated herein.

18. **Miscellaneous.**

18.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflict of law.

18.2. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Subject to the terms of the preceding sentence, in the event that any provision shall be deemed inconsistent with or in violation of any applicable rule or regulation of the FCC, then in such event said provision shall be deemed null and void and the parties shall use their best efforts to modify the offending provision to conform to such rule or regulation.

18.3. No delay or failure by either party to enforce any right under this Agreement will be deemed a waiver of that or any other right.

18.4. This Agreement may be executed in one (1) or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

18.5. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

18.6. This Agreement, including all exhibits and documents directly referenced, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

18.7. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.

18.8. Any notice or other communication herein required or permitted to be given shall be in writing and may be personally served or sent by a recognized overnight courier or United States mail, and shall be deemed to have been received when (a) delivered in person, or (b) one (1) business day after delivery to the office of such overnight courier service, or (c) three (3) business days after depositing the notice in the United States mail with postage prepaid and properly addressed to the other party, at the respective addresses set forth under the parties' signatures below, or to such other address or addresses as either party may from time to time designate as to itself by like notice.

19. Payment. The license fee shall be paid to the Payee as indicated below:

Payee's exact name: McLean County Treasurer  
Address: Government Center, 115 E. Washington Street  
Bloomington (Street or Post Office Box)  
Illinois (City) (State) 61722-2400 (Zip)  
Payee's Federal Taxpayer ID# or, if none, SS# 37-6001569

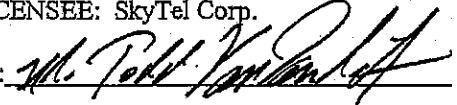
[Remainder of Page Left Intentionally Blank – Signature Page to Follow]

In Witness Whereof, Licensor and Licensee have executed this Agreement on the dates noted below.

LICENSOR: McLean County

LICENSEE: SkyTel Corp.

By: X

By: 

Name: Michael F. Sweeney  
(Signature)

Name: M. Todd VanLandingham

Title: CHAIRMAN, McLean Co. BOARD  
(Print)

Title: Director

Date: JUNE 20, 2006

Date: 5.5.06

Street Address:  
(If different from mailing address)

Street Address:

115 E. WASHINGTON Street  
(Street)

500 Clinton Center Drive  
Building Two, Fourth Floor  
Clinton, MS 39056  
Attention: Site Leasing Administration

Bloomington, Illinois 61702-2400  
(City, State, Zip)

Phone: (309) 888-5110

Phone: (601)460-3478

Fax: \_\_\_\_\_

Fax: (601)460-5887



**EXHIBIT "A"**  
**SKYTEL CORPORATION**

Licensed Premise: McLean County Health Department, 200 W. Front Street, Bloomington, IL,  
61701

**Exhibit "B"**  
**SKYTEL CORP.**  
**RECEIVER EQUIPMENT & OTHER CONSIDERATIONS**

(Indoor Installation)

**FOR LICENSOR'S INTERNAL USE ONLY**

MANUFACTURER:	Motorola
MODEL:	T5538A
F.C.C. ID NBR:	ABZ89FR5780
FREQUENCY:	901.200 - 901.250 MHz
MODULATION:	FM/four level FSK
ELECTRONICS:	Superheterodyne Receiver Channel spacing: 12.5 KHz Number of channels: 4
POWER REQMTS:	100vac - 135vac, 60 Hz
CURRENT DRAW:	Maximum - 0.7A @ 115vac
POWER USAGE:	80.5 Watts total
HEAT GENERATION:	275 BTU/hr.
SIZE:	25" H x 22" W x 21" D
WEIGHT:	150 lbs.
ANTENNA:	Scala OGB9-900N, 10' H x 2" dia., weight 15 lbs.
COAX CABLE:	LDF4 (1/2") if less than 125' or LDF5 (7/8") if more than 125'



May 8, 2006

**RECEIVED**

MAY 10 2006

**Facilities Mgt. Div.**

County of McLean  
Attn: Jack Moody  
Director, Facilities Management  
104 W. Front Street  
Bloomington, IL 61702-2400

Dear Mr. Moody,

Enclosed please find (2) two copies of a partially executed Rooftop Antenna Lease Agreement for the following location:

McLean County Health Department  
200 W. Front Street  
Bloomington, IL 61701  
MSA 250/GRID 3

Please sign all copies and return one copy to me at SkyTel Corp. 500 Clinton Center Drive, Building 2, Floor 4, Clinton, MS 39056. Should you need further information I can be reached at (800) 733-1700 EXT 3540 or (601) 460-3540.

Sincerely,

A handwritten signature in cursive script that reads "Pagie Bramlette".

Pagie Bramlette  
Senior Staff Assistant



**RECEIVED**

**MAY 10 2006**

**Facilities Mgt. Div.**

May 9, 2006

County of McLean  
Attn: Jack E. Moody, Director Facilities Management  
104 W. Front Street  
Bloomington, IL 61702-2400

Re: SkyTel/Destineer Antenna Site License Agreement # 21861  
For Antenna Space at  
McLean County Health Department  
200 W. Front Street  
Bloomington, IL 61701

Dear Mr. Moody:

Please find attached a copy of SkyTel's License for Antenna Space for our paging system located at the above-mentioned location. Please sign and forward two (2) copies of the Agreement to my attention at the address listed below.

If you have any questions or need additional information, please don't hesitate to give me a call. Thanks for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Chandler Mangum".

Chandler Mangum  
Regional Coverage Coordinator  
North Central and Western Region  
500 Clinton Center Drive  
Building 2, Fourth Floor  
Clinton, MS 39056  
601-460-3516

# RENTAL AGREEMENT

853153

Name	LESSEE McLean County Dept. of Parks	DATE 05/30/06	RENTAL TERM BEGINS ON 07/01/06	ENDS ON 07/01/07
Street or RFD	13001 Recreation Area Dr.	BRANCH/REGION	ACCOUNT NO.	NUMBER OF MONTHS
City, State ZIP Code	Hudson, IL 61748	LESSOR NAME AND ADDRESS Cross Implement, Inc.		NUMBER OF WEEKS
Telephone Number	309-726-2022	703 S. Miner Ave		NUMBER OF DAYS
Contact	William Wasson, Dir.	Miner, IL 61759		TERMS APPLIED

Rental Rate	Tax	Service Charge	TOTAL RENTAL RATE	Hour	Day	Week	Month
4,500.00			4,500.00				
Minimum RENTAL PERIOD Guaranteed by Lessee	Minimum RENTAL AMOUNT Guaranteed by Lessor	Rentals are payable in advance of use of equipment. Weekly Rental - one week's rent in advance. Hourly and Daily Rental - entire amount in advance. Monthly Rental - one month's rent in advance.					
12 months	4,500.00						

EQUIPMENT WILL BE USED AT (County) **McLean/Woodford County** (City) \_\_\_\_\_ (State) **IL** ← Lessee will not remove the Equipment from this location without written permission from Lessor.

Document Reference No.	Qty.	Model	Size & Description of Equipment (Give Product Identification/Serial No.)	Hour Meter Reading	Present Value
	1	5425	MFWD Tractor per spec. w/power rev 400 hours per year - \$10 per hr excess-hours charge	<1 hr	17858.00
	1	542SL	Loader		3921.00
Invoice to be issued by Lessor for payment in full upon initiation of agreement. Payment NET 30 upon receipt by Lessee.					
					21,779.00
					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 herein. Such transportation shall take place during the term hereof.

It is contemplated that the Equipment will be operated for not more than NA hours in any one day, NA hours in any one week, NA hours in any one month, and Lessee agrees that he will pay additional rental provided 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 if 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 it his operator, driver 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 \$50,000 per occurrence for property damage. Neither Lessor, its assigns, the wholesale 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) <b>For McLean County</b>	LESSOR (Dealer) <b>For Cross Implement</b>
	BY _____

DC-1010 STOCK 12/03 Printed in U.S.A.

ORIGINAL

**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 added to the Equipment shall automatically become the property of Lessor unless such accessory or device can be removed without damage to the Equipment or without impairing 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 assumed by Lessee.

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, in all reasonable times, enter upon any job, building or place where the Equipment is located. Lessee may remove the Equipment without notice to Lessor if, in the opinion of the Lessor, it is being used beyond its capacity or in any other manner improperly, abused, hoisted or abused.

4. **Assignment:** Lessor agrees that Lessor may assign this Rental Agreement and all right, title and interest of the Lessor in and to the Equipment, and all rent due or to become due to Lessor hereunder (or which assignment may be waived in writing) and Lessee agrees to recognize and accept the assignment of Lessor in connection to any rent under this Rental Agreement shall not be to any such assignee by whom the Equipment is being used or by whom the Equipment is being stored or otherwise held by Lessor. Lessee may not assign this Rental Agreement, use the Equipment or allow its use by persons not in its 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 provision of this Rental Agreement, or if any attachment, execution or other 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 with full notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited in the opinion of Lessor. In the event of any such action, Lessee agrees to pay all transportation, storage, and all other actual and reasonable charges for any miles to the Equipment, and 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. **Restriction:** This is an agreement to rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of equipment 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 in writing.

8. **General:** Time is of the essence of this Rental Agreement. Lessee'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 hereunder to demand strict compliance herewith 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 rental payments 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 dealer dealer has executed an Authorized Dealer Agreement.

DATE \_\_\_\_\_

DEALER \_\_\_\_\_

SIGNED BY \_\_\_\_\_



**DEPARTMENT OF PARKS AND RECREATION**  
(309)726-2022 FAX (309)726-2025 www.mcleancountyil.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: 05/30/06

RE: Loader Lease

The Department of Parks and Recreation recently solicited lease proposals from tractor dealers for a 1 or 2 year lease, minimum 400 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:

	Annual Lease Cost	
Cross Implement Inc.	\$4500.00	& \$10 for ea. hr. over 400
Martin Implement, Inc	\$8250.00	& \$21 for ea. hr. over 400
Birkey's Farm Store	declined to submit proposal	
Stoller Intenational, Inc.	declined to submit proposal	

All tractors included in proposals met specifications.

I recommend the approval of the lease agreement with Cross Implement for a \$4,500.00 1 year lease.

**AGREEMENT**

Between

**The County of McLean**

as Landlord,

and

**The Coffee Depot, LLC**

as Tenant,

for

Retail Coffee-Kiosk Space Located in the Lobby of the  
McLean County Law and Justice Center  
104 West Front Street, Bloomington, Illinois



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## Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and *The Coffee Depot, LLC*, owned by Mr. Kevin Crutcher, #8 Blue Lake Court, Bloomington, Illinois, 61704 (hereinafter referred to as "DEPOT") as Tenant, agree to continue a lease agreement for approximately 200 s.f. of floor space located on the west side of the first floor (lobby) of the McLean County Law and Justice Center, 104 W. Front Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"), for the purpose of operating a coffee-kiosk retail sales operation for the sale of brewed coffee, juices, snack foods, and related products; and,

WHEREAS, this agreement expressly sets forth the rights and duties of each party, NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall be for two (2) years to commence on the 1<sup>st</sup> day of August, 2006 and terminate on the 31<sup>st</sup> day of July, 2008.
2. **Rent.** Rent for the **first year** of this agreement (August 1, 2006 to July 31, 2007) to be paid to COUNTY by DEPOT shall be \$260.00 per month. Rent for the **second year** of the lease agreement (August 1, 2007 to July 31, 2008) to be paid to COUNTY by DEPOT shall be \$270.40 per month. All monthly rent payments are due and payable by the first day of each month and shall be mailed or delivered to the below address:

**McLean County Treasurer  
Government Center – Mezzanine Level  
115 E. Washington Street  
P.O. Box 2400  
Bloomington, Illinois 61702-2400**

3. **Tenant's Use and Operation.** DEPOT shall use the aforementioned leased premises only for the purposes of retail sales of beverages and food items included in the original business plan proposal presented to COUNTY. **NO ALCOHOLIC BEVERAGES OR TOBACCO PRODUCTS SHALL BE SOLD AT ANY TIME.** DEPOT shall not use the premises for any unlawful, improper or immoral use, nor for any purposes or in any manner which is in violation of any present or future governmental law or regulation. DEPOT shall, during the term of the lease agreement and during any future terms, continuously use the leased premises for the purposes stated herein.
4. **Normal Hours of Operation:** COUNTY agrees to DEPOT normal hours of operation to be 7:00 a.m. until 1:30 p.m., Monday through Friday. DEPOT understands that on all recognized holidays observed by COUNTY when BUILDING is normally closed, DEPOT will also be closed on those days of the year. Should DEPOT desire to adjust these stated hours of operation, DEPOT shall inform COUNTY, but at no time remain open past the normal closing time of BUILDING.

An exception may be made for any special events DEPOT may agree to host, from time to time, as may be requested by COUNTY offices or outside groups permitted by COUNTY to use of BUILDING meeting rooms after hours.

5. **Utilities.** COUNTY shall pay all utilities provided to DEPOT from BUILDING installed utility services. DEPOT shall be responsible for the payment of any phone and data services for the leased premises and all other costs, included but not limited to, trash disposal and exterminator service.
6. **Building Common Areas:** DEPOT shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises and shall be limited to the area immediately surrounding the location of DEPOT. Such common areas shall include COUNTY designated areas for the purpose of egress and ingress of DEPOT employees, customers, and delivery of supplies and materials. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue. No bulk storage of supplies shall be permitted on the floor in the lobby outside of the coffee kiosk operation. DEPOT further agrees not to block any natural footpaths of egress or ingress used by employees and members of the public entering and exiting BUILDING.
7. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes unrelated to DEPOT, the American's with Disabilities Act (as to permanent improvements only), and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, and perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of DEPOT or its employees or customers. DEPOT shall keep the interior and exterior of leased premises as well as the floor space immediately surrounding DEPOT clean and orderly and in good condition and repair at all times and at its own expense. This includes the immediate clean-up by DEPOT employees of all beverage spills, paper trash, or food droppings anywhere in the lobby as may be caused by DEPOT customers or products. DEPOT shall keep all customer service areas of the leased premises clean at all times and at their own effort and expense. DEPOT shall be responsible for their own custodial needs for clean-up after hours and shall completely remove from BUILDING all trash generated from their operation at the conclusion of each shift.
8. **Parking.** COUNTY shall provide DEPOT no parking stalls at BUILDING and further, DEPOT agrees not to park any employee vehicles or permit customer vehicles to park in the 200 W. Front Street lot adjacent to BUILDING at any time under penalty of removal of said vehicle(s) at owner's expense.

9. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises, once DEPOT occupies the lobby space, without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to BUILDING, with the exception of DEPOT displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease agreement shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to DEPOT certain fixtures, trade fixtures, alterations, and additions to the leased premises which shall be removed by DEPOT at the expiration of this lease or any subsequent lease agreement extensions thereof. The parties hereto may also agree in writing, prior to the installation or construction or any alterations, improvements, or fixtures to the leased premises by DEPOT that DEPOT may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. DEPOT shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
10. **Indemnity Agreement:** DEPOT agrees to indemnify and save and hold harmless COUNTY (including its officials, agents, and employees) and the McLean County Public Building Commission, hereinafter referred to as "PBC", (including its officials, agents, and employees), from any loss, liability, claim, action, damages, or costs that may be incurred arising out of or in any way connected with this undertaking, whether or not it arises out of the acts or omissions on the part of DEPOT.
11. **Insurance Requirements:**
- a. **Property Insurance:** For the entire term of this agreement, or any extensions thereof, DEPOT shall be responsible for obtaining and maintaining the applicable policies for protecting DEPOT against loss or damages to its own furnishings, equipment, personal property in or on the leased premises, and for business income loss. COUNTY and PBC will not reimburse DEPOT for loss of business income. DEPOT will look to its own policies of insurance for reimbursement. COUNTY and PBC will maintain property insurance for their own interests as dictated by their contractual relationship on ownership and tenancy of BUILDING.
  - b. **Liability Insurance:** DEPOT shall, during the entire term thereof and any subsequent lease agreement extensions, keep in full force a policy of General Liability Insurance with respect to the leased premises and the business operated by DEPOT in the leased premises, and in which the limits of liability shall be as follows:

1. Bodily Injury limits of not less than \$1,000,000.00 per occurrence/aggregate;
  2. Personal Injury limits of not less than \$1,000,000.00 per occurrence/aggregate;
  3. Property Damage limits of not less than \$1,000,000.00 per occurrence/aggregate; and
  4. Products and Completed Operations limits of not less than \$100,000.00 per occurrence/aggregate.
  5. COUNTY and PBC shall be named as Additional Insureds in all policies of liability insurance maintained pursuant to this provision.
  6. Insurance carriers shall be admitted to do business in the state of Illinois.
- c. **Added Risk.** DEPOT shall also pay for any resultant increases in insurance rates for COUNTY and/or PBC on BUILDING as a result of added risks attributable to this undertaking in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from DEPOT's business. DEPOT's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after DEPOT is given written request for same. COUNTY and PBC shall bill DEPOT without notice or negotiation for any rate increases.
12. **Loss of Revenue:** Neither COUNTY nor the PBC shall be responsible for loss of revenue of DEPOT in the event that BUILDING is closed for any reason or is rendered unoccupiable, whether or not said closing is the result of actions or inactions taken or not taken by the COUNTY or the PBC, including but not limited to acts of God, weather conditions, epidemic, landslide, lightning, tornado, earthquake, fire, explosion, flood or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general unrest, civil disturbance, or other similar occurrence that may have a material adverse effect.
13. **Conduct.** DEPOT shall not cause or permit any conduct to take place within the leased premises which in any way may disturb or annoy other tenants or occupants of BUILDING, or adjacent buildings.
14. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice by DEPOT shall be permitted on the outside of BUILDING.
15. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease

is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

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

17. **Hazardous Material.**

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

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

- (i) DEPOT shall immediately notify COUNTY of the event;
- (ii) DEPOT shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) DEPOT shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) DEPOT shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) DEPOT shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY and the PBC from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

18. **Survival.** DEPOT expressly covenants and agrees that the duties, obligations, and liabilities of DEPOT under the preceding paragraph 17(a) and 17(b) shall survive the termination of this lease, and are binding upon DEPOT and its successors and assigns.
  
19. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit DEPOT to carry on its business in a manner comparable to which it has become accustomed, then this lease agreement shall continue, but the obligation to pay rent on the part of DEPOT shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of DEPOT, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or DEPOT to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor DEPOT shall have any right in or to any award made to the other by the condemning authority.
  
20. **Destruction.** Except as otherwise provided in this lease agreement, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by DEPOT in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred eighty (180) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or DEPOT shall have the right to terminate this lease agreement, or any extensions thereof.
  
21. **Insolvency.** Neither this lease agreement nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if DEPOT shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of DEPOT shall be appointed by reason of DEPOT's insolvency or inability to pay its debts, or if any assignment shall be made of DEPOT's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any lease agreement extensions thereof, and all rights of DEPOT hereunder, by giving DEPOT notice in writing of the election of COUNTY to so terminate.



22. **Assignment and Subletting.** DEPOT shall not assign or in any manner transfer this lease or any estate or interest herein without the express written prior consent of COUNTY.

23. **Default.** If DEPOT shall fail to make any payment of rent hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which DEPOT is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if DEPOT shall abandon or vacate the premises during the term of this lease agreement, or if DEPOT shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to DEPOT, have any one or more of the following described remedies in addition to all other rights and remedies provided by law or in equity.

a. Terminate this lease agreement, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by DEPOT during the balance of the term of this lease agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by DEPOT to COUNTY.

b. Without waiving its right to terminate this lease agreement, or any extensions thereof, terminate DEPOT's right to possession and repossess the leased premises without demand or notice of any kind to DEPOT, in which case COUNTY may relet all or any part of the leased premises. DEPOT shall be responsible for all costs of reletting. DEPOT shall pay COUNTY on demand any deficiency from such deficiency from such reletting or COUNTY's inability to do so.

c. Have specific performance of DEPOT obligations.

d. Cure the default and recover the cost of curing the same being on demand.

24. **Termination; Surrender of Possession.**

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

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph nine (9) of this lease agreement, ordinary wear and tear excepted), remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
- (ii) Surrender possession of the leased premises to COUNTY; and

- (iii) Upon the request of COUNTY, at DEPOT's cost and expense, remove from the property all signs, symbols, and trademarks pertaining to DEPOT's business and repair any damage caused by such removal.
  - (iv) DEPOT agrees to attend a walk-through "punchlist" inspection tour to be conducted by COUNTY at the termination of the lease and after all property owned by DEPOT has been removed by DEPOT, for purposes of cataloging and assessing costs of any damage to BUILDING and leased premises caused by DEPOT.
- b. If DEPOT shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so at its option and recover its costs for so doing. COUNTY may, without notice, dispose of any property of DEPOT which remains in the leased premises in any manner that COUNTY shall choose without incurring liability to DEPOT or to any other person. The failure of DEPOT to remove any property from the leased premises shall forever bar DEPOT from bringing any action or asserting any liability against COUNTY with respect to such property.
25. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of DEPOT requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by DEPOT.
26. **Notices.** All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

**If to COUNTY:**

Office of the County Administrator  
McLean County  
Government Center, Room 401  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**With copies to:**

Director Facilities Management  
McLean County Law and Justice Center, Room 101  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**If to DEPOT:**

Mr. Kevin Crutcher  
#8 Blue Lake Court  
Bloomington, Illinois 61704

27. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
28. **Compliances:** DEPOT agrees to comply, during the term of this lease and any subsequent lease extensions thereof, with all applicable McLean County Health Department codes and regulations and to maintain in good-standing a Health Department food permit at all times. Failure to maintain in good standing the required Health Department food permit shall constitute breach of contract after ten days of any notice to comply issued from the McLean County Health Department. Further, DEPOT agrees to comply with all City of Bloomington Building Code and Enforcement Department applicable codes and regulations pursuant to this undertaking as may be required by the City of Bloomington, and requirements of the McLean County Facilities Management Department.
29. **Partial Invalidity.** If any term or condition of this lease agreement, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease agreement, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease agreement shall be valid and be enforced to the fullest extent permitted by law.
30. **Holding Over.** Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the same terms and condition herein specified, so far as applicable.
31. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of DEPOT unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

32. **Right to Terminate.** Notwithstanding any other provision of this lease agreement to the contrary, either party shall have the right to terminate this lease agreement during the initial term or any subsequent term by giving at least thirty (30) days prior written notice of termination to the other party, by abiding by paragraph 26, page eight (8) of this agreement pertaining to all notices.
33. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of June, 2006.

**APPROVED:**

**THE COFFEE DEPOT, LLC**

**McLEAN COUNTY**

By: \_\_\_\_\_  
Mr. Kevin Crutcher, Co-Owner

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

\_\_\_\_\_  
Mr. Frank Laesch, Co-Owner

**ATTEST:**

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

By: \_\_\_\_\_  
Clerk, McLean County Board

Coffee Depot Lease 06-07.Doc



104 W Front St  
Bloomington, IL 61701  
828-3376

RECEIVED

MAY 04 2006

Facilities Mgt. Div.

April 27, 2006

Dear Jack,

I'm writing to let you know that The Coffee Depot, LLC is interested in renewing our lease in The Law and Justice Center for another two years. As with all new businesses it takes time to build a good customer base, and we're now beginning to see the results of our venture. We appreciate the opportunity to continue to serve the employees and visitors at The Law and Justice Center.

Thank you for your time and consideration.

Sincerely,

Kevin Crutcher - co-owner of The Coffee Depot, LLC

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF McLEAN     )

SS

A RESOLUTION OF REAPPOINTMENT OF SHARON CAMERON  
AS A TRUSTEE OF THE CROPSEY STREET LIGHT DISTRICT

WHEREAS, due to the expiration of term on June 30, 2006 of Sharon Cameron as Trustee of the Cropsey Street Light District, it is advisable to consider an appointment or reappointment to this position; and

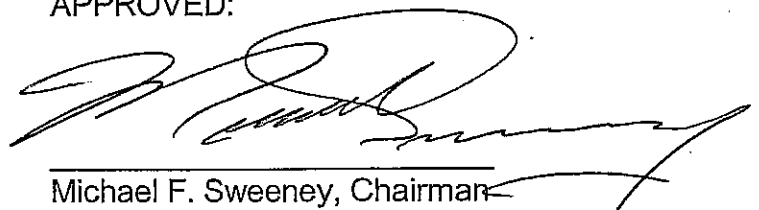
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 90, 2805/3, has the responsibility to fill the three-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Louise Reeves as a Trustee of the Cropsey Street Light District for a three-year term scheduled to expire on June 30, 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 Ms. Sharon Cameron, Mr. John Convis, Chairman of the Cropsey Street Light District, the County Clerk, the County Auditor and the County Administrator.


ADOPTED by the County Board of McLean, County, Illinois this 20th day of June, 2006.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JAMES FINNIGAN  
AS A MEMBER OF THE  
ZONING BOARD OF APPEALS

WHEREAS, due to the expiration of a term on June 27, 2006 of James Finnigan, a member of the Zoning Board of Appeals, it is advisable to consider an appointment or reappointment to this position; and,

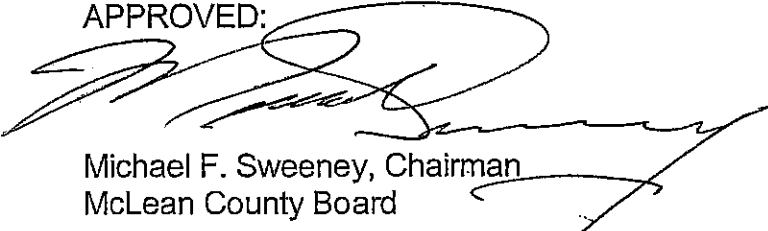
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/5-12010 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of James Finnigan as a member of the Zoning Board of Appeals for a term of five years to expire on June 27, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to James Finnigan, the Office of Building and Zoning, the County Clerk, the County Auditor and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 20th day of June, 2006.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF RICHARD J. HON, JR, M.D., FACOEM  
AS A MEMBER OF THE  
MCLEAN COUNTY BOARD OF HEALTH

WHEREAS, due to the expiration of term on June 30, 2006 of Richard J. Hon, Jr., MD as a member of the McLean County Board of Health, it is advisable to consider an appointment or reappointment to this position; and,

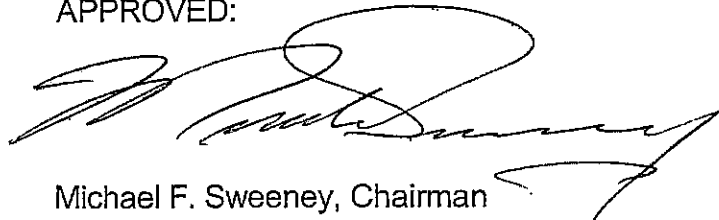
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Public Act 86-962 and Illinois Compiled Statutes, Chapter 55, Sec. 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Richard J. Hon Jr., MD, FACOEM, as a member of the McLean County Board of Health for a term of three years to expire on June 30, 2009 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Richard J. Hon Jr., MD, FACOEM, the McLean County Health Department, the County Clerk, the County Auditor and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 20th day of June, 2006.

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 CORLISS TELLO  
AS A MEMBER OF THE  
McLEAN COUNTY BOARD OF HEALTH

WHEREAS, due to the expiration of term on June 30, 2006 of Corliss Tello, as a member of the McLean County Board of Health, it is advisable to consider an appointment or reappointment to this position; and,

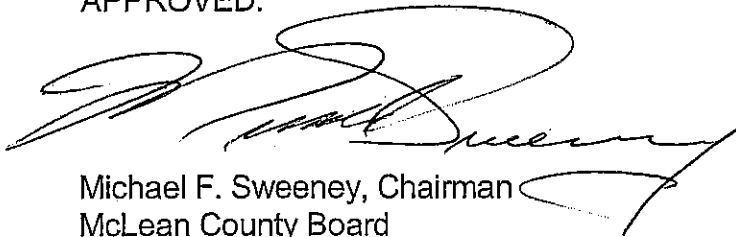
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Public Act 86-962 and Illinois Compiled Statutes, Chapter 55, Sec. 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment Corliss Tello, as a member of the McLean County Board of Health for a term of three years to expire on June 30, 2009 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Corliss Tello, the McLean County Health Department, the County Clerk, the County Auditor and the County Administrator.


Adopted by the County Board of McLean County, Illinois, this 20th day of June, 2006.

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 CORLISS TELLO  
AS A MEMBER OF THE  
T. B. CARE AND TREATMENT BOARD

WHEREAS, due to the expiration of term on June 30, 2006 of Corliss Tello as a member of the T. B. Care and Treatment Board, it is advisable to consider an appointment or reappointment to this position; and,

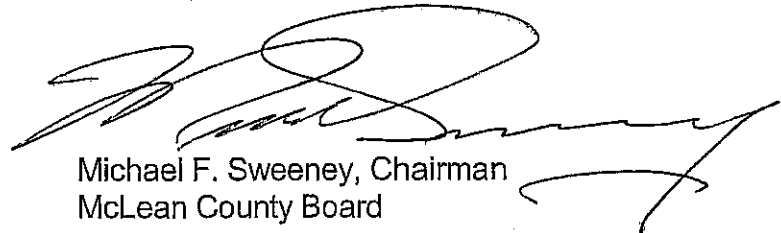
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Sec. 920/3 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Corliss Tello as a member of the T. B. Care and Treatment Board for a term of three years to expire on June 30, 2009 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Corliss Tello, the McLean County Health Department, the County Clerk, the County Auditor and the County Administrator.


Adopted by the County Board of McLean County, Illinois, this 20th day of June, 2006.

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 CYNTHIA H. SULLIVAN KERBER, PH.D.  
AS A MEMBER OF THE  
McLEAN COUNTY BOARD FOR CARE AND TREATMENT  
OF PERSONS WITH DEVELOPMENTAL DISABILITIES

WHEREAS, due to the resignation on June 8, 2006 of Eileen R. Fowles, Ph.D., the McLean County Board for Care and Treatment of Persons with Developmental Disabilities, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/105-5 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 RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Cynthia H. Sullivan Kerber, Ph.D. as a member of the McLean County Board for Care and Treatment of Persons with Developmental Disabilities to complete a three-year term to expire on June 30, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a copy of this resolution of appointment to Cynthia H. Sullivan Kerber, Ph.D., the McLean County Health Department, the County Clerk, the County Auditor and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 20<sup>th</sup> day of June, 2006.

APPROVED:

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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 CYNTHIA H. SULLIVAN KERBER, PH.D.  
AS A MEMBER OF THE  
T. B. CARE AND TREATMENT BOARD

WHEREAS, due to the resignation on June 8, 2006 of Eileen R. Fowles, Ph.D., 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 Illinois Compiled Statutes, Chapter 70, Sec. 920/3 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 RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Cynthia H. Sullivan Kerber, Ph.D. as a member of the T. B. Care and Treatment Board to complete a term of three years to expire on June 30, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Cynthia H. Sullivan Kerber, Ph.D., the McLean County Health Department, the County Clerk, the County Auditor and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 20th day of June, 2006.

APPROVED:

Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

A RESOLUTION FOR APPOINTMENT OF CYNTHIA H. SULLIVAN KERBER, PH.D.  
AS A MEMBER OF THE  
MCLEAN COUNTY BOARD OF HEALTH

WHEREAS, due to the resignation on June 8, 2006 of Eileen R. Fowles, as a member of the McLean County Board of Health, it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of P. A. 86-962 and 55 ILCS 5/5 25012 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 RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Cynthia H. Sullivan Kerber, Ph.D. as a member of the McLean County Board of Health to complete a three-year term to expire on June 30, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Cynthia H. Sullivan Kerber, Ph.D. the McLean County Health Department, the County Clerk, the County Auditor and the County Administrator.


Adopted by the County Board of McLean County, Illinois, this 20th day of June, 2006.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

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

EXECUTIVE COMMITTEE:

Member Sorensen, Vice-Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD  
REQUESTING THAT THE ILLINOIS DEPARTMENT OF AGRICULTURE  
CONDUCT AN INFORMATIONAL MEETING IN McLEAN COUNTY  
CONCERNING THE NOTICE OF INTENT TO CONSTRUCT  
A LIVESTOCK MANAGEMENT FACILITY  
SUBMITTED BY TRIPLE K HOG FARM

WHEREAS, pursuant to 510 *ILCS* 77/12(a) of the Livestock Management Facilities Act, the Illinois Department of Agriculture (the "Department") has notified the Chairman of the McLean County Board that on April 25, 2006, the Department received notice of intent to construct a 1,324 animal unit capacity hog farm from Triple K Hog Farm, 17045 East 2850 North Road, Gridley, Illinois, and said notice was received by the Chairman of the McLean County Board on May 30, 2006; and,

WHEREAS, pursuant to the Livestock Management Facilities Act, within 30 days after receipt of the notice of intent to construct, the County Board may request that the Department conduct an informational meeting concerning the proposed construction; and,

WHEREAS, the Executive Committee of the County Board, at its regular meeting on Tuesday, June 13, 2006, recommended that the County Board request that the Department conduct an informational meeting concerning the proposed construction; and,

WHEREAS, the McLean County Board, at its regular meeting on Tuesday, June 20, 2006, formally approved a Resolution Requesting that the Illinois Department of Agriculture conduct an Informational Meeting in McLean County concerning the notice of intent to construct a 1,324 animal unit capacity hog farm submitted by Triple K Hog Farm, 17045 East 2850 North Road, Gridley, Illinois; now, therefore,

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


- (1) Pursuant to 510 *ILCS* 77/12(a), the Livestock Management Facilities Act, the McLean County Board hereby formally requests that the Illinois Department of Agriculture conduct an Informational Meeting in McLean County concerning the notice of intent to construct a 1,324 animal unit capacity hog farm submitted by Triple K Hog Farm, 17045 East 2850 North Road, Gridley, Illinois to the Illinois Department of Agriculture.
- (2) The McLean County Board hereby further directs the County Administrator to forward a Certified Copy of this Resolution to the Illinois Department of Agriculture via Overnight Mail.
- (3) The McLean County Board hereby further directs the County Clerk to forward a certified copy of this Resolution to the County Administrator,

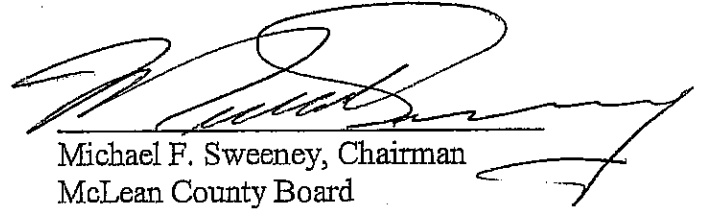
the First Civil Assistant State's Attorney, the Director of Building and Zoning and the County Engineer.

ADOPTED by the McLean County this 20<sup>th</sup> day of June, 2006.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board



**Illinois**

Department of

**Agriculture**

Rod R. Blagojevich, Governor • Chuck Hartke, Director

**Bureau of Environmental Programs**

State Fairgrounds • P.O. Box 19281 • Springfield, IL 62794-9281 • 217/785-2427 (voice/TDD) • Fax 217/524-4882  
Pesticide Misuse Hotline 1-800-641-3934 (voice/TDD)

May 25, 2006

Mr. Michael Sweeney  
McLean County Board Chairman  
County Administration  
115 E Washington Street,  
Rm 401, PO Box 2400  
Bloomington, IL 61702-2400

*rec'd 5-30-06*

Dear Chairman Sweeney:

Pursuant to Section 12 of the Livestock Management Facilities Act (510 ILCS 77/12) [copy attached], the Department of Agriculture hereby submits to the McLean County Board a copy of the Notice of Intent to Construct a Livestock Management Facility form submitted by Triple K Hog Farm, (ID #: LF1130200000) [copy attached]. Pursuant to 510 ILCS 77/12, the county board may at its discretion request, within 30 days of receipt of this notice, that the Department conduct a public informational meeting concerning the proposed construction or modification of the facility. In addition, the statute requires that the Department provide public notice, in a newspaper of general circulation in the county, that the above-noted filing has been received by the Department and forwarded to you. Please be advised that pursuant to the Act, county residents may petition the county board to request that the Department conduct an informational meeting. A copy of the newspaper notice is attached. Please notify the Department of the McLean County Board's decision relative to the need for such informational meeting.

If requested, the Department is required to conduct the meeting within 15 days of receipt of the request. Please be advised that if the Department does not receive a response to this notification within the statutory 30-day period, the Department will assume that no informational meeting is requested.

If you have any questions or comments, please feel free to contact either Brad Beaver or me at 217/785-2427.

Sincerely,

**ILLINOIS DEPARTMENT OF AGRICULTURE**

Warren D. Goetsch, P.E.  
Bureau Chief, Environmental Programs

Enclosure

cc: file  
John M. Zeunik, County Administrator

LF113020 cbn1



## PUBLIC NOTICE

NOTICE IS HEREBY GIVEN by the Illinois Department of Agriculture (Department), pursuant to 510 ILCS 77/12(a) of the Livestock Management Facilities Act and Subparts C and D of 8 Ill. Adm. Code 900, that on May 23, 2006 the Department determined that the notice of intent to construct application for a 960 animal unit expansion to an existing 364 animal unit capacity swine facility from Mr. Russell Kuntz, Triple K Hog Farm was complete. The proposed facility expansion is to be located approximately four miles southwest of Gridley, IL. A copy of the notice of intent to construct form was forwarded to the McLean County Board on May 25, 2006. Within 30 days after receipt of the notice, the county board may request that the Department conduct an informational meeting concerning the proposed construction. In addition, within 30 days after receipt of the notice by the county board, county residents may petition the county board to request that the Department conduct an informational meeting. If 75 or more of the county residents, who are registered voters in the county, petition the county board, the county board shall request that the Department conduct an informational meeting. For more information regarding this notice, informational meetings or requirements of new livestock management or livestock waste handling facilities, please consult the Livestock Management Facilities Act (510 ILCS 77/1 *et seq.*) or call the Department at (217) 785-2427.

**RECEIVED**

Pursuant to the Livestock Management Facilities Act (510 ILCS 777/1 et seq.) (we), the undersigned, do hereby file with the Illinois Department of Agriculture a Notice of Intent to Construct a Livestock Management Facility or Livestock Waste Handling Facility as follows:

2006 APR 25 A 10:09

A) Legal description of the land on which the livestock facility will be constructed —

Quarter-Quarter	Quarter	Section	Township	Range	P.M.
<i>Example: NE</i>	<i>NW</i>	<i>19</i>	<i>12-North</i>	<i>3-West</i>	<i>3rd</i>
West 1/2	SW	24	26-North	2-East	3rd

County Name McLean

B) Name(s) and addresses of the facility and owner(s) or operator(s) of the facility —  
(Please check the appropriate box to indicate the address for mailing correspondence.)

Facility Name Triple K Hog Farm  
 Facility Address 17045 E. 2850 N. Rd., Gridley, IL 61744  
 (Specify the actual facility address, if one exists.)  
 City, State, Zip Gridley, IL 61744  
 Telephone 309-527-5629 or 309-747-2420

Owner or Operator Name Russell Kuntz - Partner  
 Address 17045 E. 2850 N. Rd.  
 City, State, Zip Gridley, IL 61744  
 Telephone 309-527-5629  
 (ATTACH ADDITIONAL SHEETS IF NECESSARY)

C) Type and size of the facility and number of animal units —

- Proposed facility is an entirely new facility
- Proposed facility is an expansion of an existing facility
  - Expansion classifies facility as a "New Facility"
  - Expansion does not classify facility as a "New Facility"

IMPORTANT NOTICE: This state agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the Livestock Management Facilities Act (510 ILCS 777et seq.). Failure to provide this information shall prevent this form from being processed. This form has been approved by the State Forms Management Center. IL 406-1596 (1-02)

**\*\* "New Facility"**- means a livestock management facility or a livestock waste handling facility the construction or expansion of which is commenced on or after May 21, 1996 (the effective date of the Livestock Management Facilities Act). Expanding a facility where the fixed capital cost of the new components constructed within a 2 year period does not exceed 50% of the fixed capital cost of a comparable entirely new facility shall not be deemed a new facility as used in the Livestock Management Facilities Act.

**ANIMAL UNITS (based on the maximum design capacity of the facility):**  
 (CHECK AND COMPLETE ALL THAT APPLY)

Number of Existing Animal Units (if applicable) = 364

**Number of Proposed Additional Animal Units:**

	# of Head	x	Animal Unit Factor	=	# of Animal Units
<input type="checkbox"/> Beef	_____	x	1.0	=	_____
<input type="checkbox"/> Milking dairy	_____	x	1.4	=	_____
<input type="checkbox"/> Dairy (young stock)	_____	x	0.6	=	_____
<input type="checkbox"/> Laying hens or broilers	_____	x	0.005	=	_____
<input type="checkbox"/> Laying hens or broilers (w/ continuous overflow watering)	_____	x	0.01	=	_____
<input type="checkbox"/> Laying hens or broilers(w/ liquid manure handling systems)	_____	x	0.03	=	_____
<input type="checkbox"/> Sheep	_____	x	0.1	=	_____
<input checked="" type="checkbox"/> Swine (>55lbs)	<u>2400</u>	x	0.4	=	<u>960</u>
<input type="checkbox"/> Swine (<55lbs)	_____	x	0.03	=	_____
<input type="checkbox"/> Turkeys	_____	x	0.02	=	_____
<input type="checkbox"/> Ducks	_____	x	0.02	=	_____
<input type="checkbox"/> Horses	_____	x	2.0	=	_____
<input type="checkbox"/> Other:	_____	x	_____	=	_____

Number of Proposed Additional Animal Units = 960

**Total Number of Animal Units** = 1,324  
 (existing + proposed additional)

C) Type and size of the facility and number of animal units (continued) —

TYPE OF PROPOSED LIVESTOCK MANAGEMENT FACILITY:

(CHECK ALL THAT APPLY)

- Breeding
- Gestation
- Farrowing
- Nursery
- Grower
- Finisher
- Freestall Barn
- Feed Lot / Yard
- Milking Parlor
- Other: \_\_\_\_\_

TYPE OF PROPOSED LIVESTOCK WASTE HANDLING FACILITY

(CHECK ALL THAT APPLY):

- Waste storage structure under building (pit storage structure)
- Above-ground waste storage structure
- In-ground waste storage structure
- Earthen lagoon
- Runoff holding pond
- Other: \_\_\_\_\_

\*\* A construction plan of each waste handling structure with design specifications of the structure noted as prepared by or for the owner or operator must also be submitted to and approved by the Department prior to the commencement of construction.

EXISTING AND PROPOSED FACILITY SIZE:

(list the size of each building or structure, by facility type) (specify "proposed" or "existing")

Example: Farrowing building with concrete under building pit (proposed) - 40 feet x 80 feet x 8 feet deep  
Finishing building with shallow pit to a lagoon (existing) - 300' x 100' x 2' deep  
Earthen Lagoon (existing) - 400 feet x 360 feet x 10 feet deep

(Existing) - Nursery building with pit under building.  
(40' x 105' x 6' deep)

(Proposed) - Finishing building with pit under building.  
(102' x 192' x 8' deep)

- D) Names and addresses of the owners, including local, State and federal governments, of the property located within the setback area (both the residence and populated area setback areas) — *\*\* Applicable only to facilities which meet the definition of a "new facility"*

(LIST HERE AND/OR ATTACH ADDITIONAL SHEETS AS NECESSARY)

Doris A. Reeves  
3043 186<sup>th</sup> St.  
Lansing, IL 60438

John Sutton +  
Carol E. Sutton  
17444 E. 2850 N. Rd.  
Gridley, IL 61744

David W. Neisler  
16838 E. 2850 N. Rd.  
Gridley, IL 61744

Mary Williams  
28055 N. 1650 E Rd.  
Gridley, IL 61744

Tim Vercler  
18689 Kappa Rd.  
Lexington, IL 61753

Lawrence E. Patton Trust  
% Jeff Lee  
402 N. Hershey Rd.  
Bloomington, IL 61701

Dorothy D. Warloe  
% Chad Hoke  
Soy Capitol  
P.O. Box 1607  
Bloomington, IL 61702

Henry + Cindy Gleisberg  
121 McDonald Circle  
Yorktown, VA 23693

E) Distance to the nearest town, residence, occupied residence, non-farm business, and common place of assembly —

Town	<u>Gridley, IL</u> (name)	<u>4</u> <del>feet</del> <sup>miles</sup>
Residence	<u>David Neister</u> (name)	<u>1370'</u> feet
Occupied residence	<u>David Neister</u> (name)	<u>1370'</u> feet
Non-Farm business	<u>Fabral</u> (name)	<u>2</u> <del>feet</del> <sup>miles</sup>
Common place of assembly	<u>Fabral</u> (name)	<u>2</u> <del>feet</del> <sup>miles</sup>

F) Map or sketch showing the proposed facility and setbacks —  
(CHECK ALL THAT APPLY)

All Facilities

Plat Map,  Topographic Map or  sketch attached.

Locations of all residences, populated areas, non-farm businesses and common places of assembly within or near the setback boundaries have been clearly identified on the map or sketch.

"New Facilities"

Setback distances (both residence and populated area setback distances) have been clearly identified on the map or sketch or in the case of an existing facility, the distances between the proposed construction and the existing facility as well as the distance to nearest residences has been identified.

"Expansion Facilities"

Plot plan depicting all existing and proposed structures. Plot plan also indicates: the distance from the proposed structure(s) to the existing structure(s), the distance from proposed structure(s) to the owner/operator's residence (if on site), the distance from the proposed structure(s) to the nearest non-owned residence.

G) A statement identifying whether a request for decrease in setbacks, pursuant to (510 ILCS 77/35 (g)), has been sought and whether the request has been granted or denied —  
(CHECK ALL THAT APPLY)

No request for a setback decrease has been sought.

A request(s) for a setback decrease is being submitted to the Illinois Department of Agriculture.

- Waiver(s) attached
- Waiver(s) not attached

- A request for a setback decrease has been submitted to the Illinois Department of Agriculture and no action relative to its acceptance or denial has been received.
- A request for a setback decrease has been submitted to the Illinois Department of Agriculture and has been granted by the Department.

H) Property owner notification

Within 10 calendar days after receipt of the Department's acknowledgment of setback compliance, owners or operators of "new" livestock management or "new" livestock waste handling facilities *not subject to the public informational meeting process* are required to mail by certified mail, return receipt requested, a copy of the complete notice of intent to construct to the owners of the property located within the setback areas.

Within 10 calendar days after receipt of the Department's notification that all information concerning the notice of intent to construct is complete, owners or operators of "new" livestock management or "new" livestock waste handling facilities *subject to the public informational meeting process* are required to mail by certified mail, return receipt requested, a copy of the complete notice of intent to construct to the owners of the property located within the setback areas.

Sincerely,

Russell Kuntz

Authorized Agent (PRINTED)

*Russell Kuntz*

Signature of Authorized Agent

4-21-06

Date

*Perman*

Title

Questions relative to the filing of Notices of Intent to Construct may be directed to the Illinois Department of Agriculture at 217/785-2427 (Voice/TDD).

Completed forms and all documentation should be submitted to:

Livestock Waste Program, Illinois Department of Agriculture, Bureau of Environmental Programs, P.O. Box 19281, Springfield, Illinois 62794-9281

1/2 mile setback

1/4 mile setback

Proposed Facility

Existing Facility

200'

402'

Russell Kuntz (owner)

1370'

1896'

David Neisler

John & Carol Sutton



ATTN: Brad Beaver  
Triple R Hog Farm

504th

1/2 mile setback

1/4 mile setback

RECEIVED  
MAY 11 2008  
EPA REGIONAL OFFICE  
EPA REGIONAL WASTEWATER PROGRAM

Proposed Facility

402'

Existing Facility  
Russell Kunitz (Owner)

1370'

David Neisler

1896'

John + Carol Sutton

2 Mile  
Fabral

4 mile

Gridline 114

CHAPTER 510. ANIMALS  
LIVESTOCK MANAGEMENT FACILITIES ACT

§ 510 ILCS 77/12. Public informational meeting; lagoons and non-lagoon structures

Sec. 12. Public informational meeting; lagoons and non-lagoon structures. (a) Beginning on the effective date of this amendatory Act of 1999, within 7 days after receiving a form giving notice of intent to construct (i) a new livestock management facility or livestock waste handling facility serving 1,000 or more animal units that does not propose to utilize a lagoon or (ii) a livestock waste management facility or livestock waste handling facility that does propose to utilize a lagoon, the Department shall send a copy of the notice form to the county board of the county in which the facility is to be located and shall publish a public notice in a newspaper of general circulation within the county. After receiving a copy of the notice form from the Department, the county board may, at its discretion and within 30 days after receipt of the notice, request that the Department conduct an informational meeting concerning the proposed construction that is subject to this Section. In addition, during the county's 30-day review period, county residents may petition the county board of the county where the proposed new facility will be located to request that the Department conduct an informational meeting. When petitioned by 75 or more of the county's residents who are registered voters, the county board shall request that the Department conduct an informational meeting. If the county board requests that the Department conduct the informational meeting, the Department shall conduct the informational meeting within 15 days of the county board's request. If the Department conducts such a meeting, it shall cause notice of the meeting to be published in a newspaper of general circulation in the county and in the State newspaper and shall send a copy of the notice to the County Board. Upon receipt of the notice, the County Board shall post the notice on the public informational board at the county courthouse at least 10 days before the meeting. The owner or operator who submitted the notice of intent to construct to the Department shall appear at the meeting. At the meeting, the Department shall afford members of the public an opportunity to ask questions and present oral or written comments concerning the proposed construction.

(b) The county board shall submit at the informational meeting or within 30 days following the meeting an advisory, non-binding recommendation to the Department about the proposed new facility's construction in accordance with the applicable requirements of this Act. The advisory, non-binding recommendation shall contain at a minimum:

(1) a statement of whether the proposed facility achieves or fails to achieve each of the 8 siting criteria as outlined in subsection (d); and

(2) a statement of the information and criteria used by the county board in determining that the proposed facility met or failed to meet any of the criteria described in subsection (d).

(c) When the county board requests an informational meeting, construction shall not begin until after the informational meeting has been held, the Department has reviewed the county board's recommendation and replied to the recommendation indicating if the proposed new livestock management facility or the new livestock waste handling facility is or will be in compliance with the requirements of the Act,

and the owner, operator, or certified manager and operator has received the Department's notice that the setbacks and all applicable requirements of this Act have been met.

(d) At the informational meeting for the proposed facility, the Department of Agriculture shall receive evidence by testimony or otherwise on the following subjects:

(1) Whether registration and livestock waste management plan certification requirements, if required, are met by the notice of intent to construct.

(2) Whether the design, location, or proposed operation will protect the environment by being consistent with this Act.

(3) Whether the location minimizes any incompatibility with the surrounding area's character by being located in any area zoned for agriculture where the county has zoning or where the county is not zoned, the setback requirements established by this Act are complied with.

(4) Whether the facility is located within a 100-year floodplain or an otherwise environmentally sensitive area (defined as an area of karst area or with aquifer material within 5 feet of the bottom of the livestock waste handling facility) and whether construction standards set forth in the notice of intent to construct are consistent with the goal of protecting the safety of the area.

(5) Whether the owner or operator has submitted plans for operation that minimize the likelihood of any environmental damage to the surrounding area from spills, runoff, and leaching.

(6) Whether odor control plans are reasonable and incorporate reasonable or innovative odor reduction technologies given the current state of such technologies.

(7) Whether traffic patterns minimize the effect on existing traffic flows.


(8) Whether construction or modification of a new facility is consistent with existing community growth, tourism, recreation, or economic development or with specific projects involving community growth, tourism, recreation, or economic development that have been identified by government action for development or operation within one year through compliance with applicable zoning and setback requirements for populated areas as established by this Act.

Eric T. Ruud  
First Assistant State's Attorney

Government Center  
115 East Washington Street  
Suite 401, P.O. Box 2400  
Bloomington, Illinois 61702-2400  
Telephone: (309) 888-5110  
Fax: (309) 888-5111  
E-mail: eric.ruud@mcleancountyil.gov

MEMO

TO: Chairman and Members of the Executive Committee

FROM: Eric T. Ruud 

RE: Consideration of Resolution Requesting an Informational Meeting  
Directed to the Illinois Department of Agriculture

DATE: June 8, 2006

On April 25<sup>th</sup>, Triple K Hog Farm filed a Notice of Intent to Construct a Livestock Management Facility ("Notice") near Gridley. The Notice was filed with the Illinois Department of Agriculture ("Department"). Chairman Sweeney received a copy of that Notice by certified mail on May 30<sup>th</sup>. In accordance with the Livestock Management Facilities Act, 510 *ILCS* 77/1 *et seq.* as amended, the County Board may, at its discretion, request the Department to conduct an informational meeting. Such request must be made within 30 days of receiving the Notice.

If a petition is signed by 75 or more County residents who are registered to vote and is filed with the County Board within the 30 day review period, then the County Board is **required** to approve the request for an informational meeting.

Be advised if the Board desires to request that the Department hold an informational meeting, it must do so by Resolution at the County Board meeting scheduled for June 20<sup>th</sup>. A copy of a proposed Resolution requesting the informational meeting is enclosed for your consideration. Also enclosed are copies of the Notice and the statutory reference pertaining to the role of the County Board in this matter.

The merits of the proposed facility should not be discussed or debated at the Executive Committee meeting on June 13<sup>th</sup> or at the June 20<sup>th</sup> County Board meeting. County Board members, as well as interested members of the public, will be afforded an opportunity to present comments at the informational meeting conducted by a hearing officer of the Department. If the Request is approved, the informational meeting will be held in McLean County no later than 15 days thereafter at a time and location determined by the Department.

As soon as staff is informed of the date, time and location of the informational meeting being conducted by the Department, we will let you know. Thank you for your time and consideration. If you have any questions about this matter, please feel free to contact me.

Cc: John Zeunik

Enclosures

Members Sorensen/Hoselton moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Requesting the Illinois Department of Agriculture Conduct an Informational Meeting in McLean County Concerning the Notice of Intent to Construct a Livestock Management Facility submitted by Triple K Hog Farm. Mr. Ruud stated the following: under the law, the County Board has the discretion of asking for an informational meeting to be conducted by the Department of Agriculture. It is discretionary until and unless you receive a petition with 75 or more signatures of McLean County residents that are registered to vote. A petition with an excess of 200 signatures, was received at 8:53 a.m. today, so it has been timely filed. Now you have no choice but to have the Department of Agriculture conduct an informational meeting which will be held about 15 days after the State receives a copy of the Resolution you have before you. Member Sorensen stated the following: this informational meeting will be not unlike the meetings that we held out in Bellflower with the Stone Ridge Dairy back in November of 2002. Mr. Ruud stated the following: they will be pretty much the same, unless they've changed their system. What will happen is they will likely select a meeting location near the proposed site and have a hearing officer and probably a court reporter. It will be an opportunity for the proponents of the hog farm to present their case. Anyone can make verbal or written comment, pro or con. County Board Members are certainly welcome to attend and may ask questions or testify if they so choose. Once that process is concluded, the role of the County Board is to then determine whether or not to recommend that the site be approved by the State Department of Agriculture. We did this with respect to the dairy farm in the form of a Resolution with pros and cons. Expect it to be pretty much the same. Chairman Sweeney stated the following: at the Executive Committee meeting we only had eight signatures and I told the Executive Committee that my position was that we should go ahead and have this hearing so the Executive Committee voted unanimously to do that. We didn't have the 150 signatures that we currently have but at that time the Executive Committee agreed to it. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE McLEAN COUNTY REGIONAL PLANNING COMMISSION  
AND McLEAN COUNTY GOVERNMENT  
TO HOST GEOGRAPHICAL INFORMATION COMPUTERS**

**Article I: Local Governments**

The local governments which are parties to this agreement are the McLean County Regional Planning Commission, hereafter referred to as the COMMISSION, and the McLean County Government, hereafter referred to as the COUNTY.

**Article II: Purpose of the Agreement**

The purpose of this agreement is to set forth the terms and conditions by which the COMMISSION may make use of certain technological facilities and computer networking resources of the COUNTY, in order that the COMMISSION may make certain Geographical Information System (GIS) services and products available over the internet.

**Article III: Responsibilities of the COMMISSION**

Be responsible for the cost, installation, and maintenance of the COMMISSION'S computer hardware within the COUNTY'S facility.

Be responsible for the cost of installation and maintenance of all software updates. This includes updating versions of the operating system, anti-virus software and patches released by the operating system vendor needed for security.

Be responsible for configuring the COMMISSION's computer(s) with anti-virus protection. Approved products include McAfee products and Symantec Norton products. Any other anti-viral solution must be agreed to in writing by both the COUNTY and the COMMISSION prior to implementation. Definition files for any installed product must be updated to the newest definition files within 48 hours of release.

Be responsible for configuring the COMMISSION's computer(s) to receive and apply security patches released by the operating system vendor. All patches of this nature must be applied within 30 days of release.

Be responsible for the installation and configuration of an intrusion prevention system (IPS) to assist in securing the COMMISSION's computer(s).

Be responsible for granting the COUNTY access to the COMMISSION'S IPS in order for the COUNTY to assist in updating and maintaining the IPS.

Be responsible for expenses incurred in upgrading the bandwidth of the COUNTY where that need for upgraded bandwidth is clearly caused by additional network traffic brought on by the COMMISSION'S website and/or equipment.

Be responsible for appointing a single point-of-contact with whom the COUNTY will liaison concerning this agreement.

#### **Article IV: Responsibilities of the COUNTY**

Provide access to the COUNTY facility housing the COMMISSION's computer(s) on a Monday-Friday, 8:00 a.m.- 4:30 p.m. basis.

Allow the COMMISSION to connect up to five (5) of its computer(s) to the COUNTY's network with the following provisions:

The computer(s) are connected in order to provide the public with internet access to GIS products and services.

The COMMISSION has configured the computer(s) according to its responsibilities described in Article III above.

#### **Article VI: Agreements**

The COUNTY and the COMMISSION Agree to the following:

The COUNTY will provide the following levels of service on a best efforts basis:

The COUNTY network will be available at a 95% level, 7 days per week, 24 hours per day.

Catastrophes such as hardware failure and/or loss of power beyond the capacity of the universal power supply can and will occur.

The COUNTY reserves the right to audit the COMMISSION's equipment for compliance and to notify the COMMISSION of areas that are deemed non-compliant.

No liability will be attributed to the COUNTY for not meeting the above service levels unless failure of system is caused by negligent acts or omissions of the COUNTY or failure on the part of the COUNTY to properly maintain those components of the system under its obligation to maintain. If the COUNTY or its employees are negligent, then damages recoverable by the COMMISSION will be limited to actual damages incurred. The COUNTY shall, upon request, provide the COMMISSION with evidence of general liability insurance coverage in the minimum amount of \$1 million per occurrence.

No liability will be attributed to the COMMISSION for not meeting its obligations hereunder unless failure is caused by negligent acts or omissions of the COMMISSION or the failure of the COMMISSION to properly maintain those components of the system under its obligation to maintain. If the COMMISSION or its employees are negligent, then damages recoverable by the COUNTY will be limited to actual damages incurred. The COMMISSION shall, upon request, provide the COUNTY with evidence of general liability insurance coverage in the minimum amount of \$1 million per occurrence.

This Intergovernmental Agreement shall be binding upon both parties until and unless amended by agreement of the parties, provided, however, that the COUNTY may unilaterally terminate this Agreement with 60 days notice and the COMMISSION may unilaterally terminate this Agreement with 60 days notice.

The COUNTY may waive the 60 days notice and terminate immediately if it deems that its own network resources are placed at an immediate and unacceptable risk by continuing in the agreement. The COUNTY's judgment in this is final and without remedy.

This Intergovernmental Agreement is subject to the approval of the COMMISSION and the COUNTY before it becomes effective.

This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.

This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.

This agreement shall not supersede nor replace any other intergovernmental agreement already in force between the COUNTY and the COMMISSION. In case of conflict or discrepancy, this agreement shall yield to any prior agreement already in place.



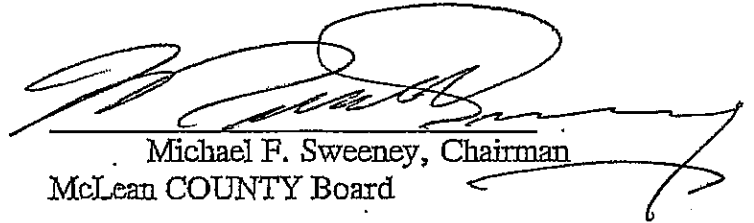
The COMMISSION and the COUNTY hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

For the Regional Planning COMMISSION

For McLean COUNTY:



Donald Fernandes, Chairman  
Regional Planning COMMISSION



Michael F. Sweeney, Chairman  
McLean COUNTY Board

ATTEST:



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

Members Sorensen/Cavallini moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the McLean County Regional Planning Commission and McLean County Government to Host Geographical Information System Computers – Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

*June 5, 2006 Draft*

# **Illinois Enterprise Zone Program**

Application to Amend Boundaries of the  
Bloomington/Normal/McLean County  
Enterprise Zone to Add/Delete Territory

Submitted by:

City of Bloomington  
Town of Normal  
County of McLean

**ILLINOIS ENTERPRISE ZONE PROGRAM  
APPLICATION TO ADD TERRITORY  
OPTION 1**

Complete "APPLICATION TO ADD TERRITORY - OPTION 1" if you intend to qualify the proposed addition as an area that provides an immediate (2 years or less) substantial utility or benefit to the established zone and/or its residents or businesses by: creating or retaining specific jobs; or removing or correcting an impediment to economic development which exists in the established zone; or, stimulating neighborhood residential or commercial revitalization.

**PART A: LEGAL APPLICANT**

Type of Application: Single \_\_\_\_\_ Joint  X   
(If Joint Application, provide information for each applicant.)

Name of Jurisdiction **City of Bloomington**  
 Street/P.O. Box **109 East Olive Street** Zip Code **61701**  
 City **Bloomington** County **McLean**  
 Chief Elected Official **Steve Stockton, Mayor**  
 Zone Administrator **Martin K. Vanags** Phone **(309) 661-6332**  
 Type of Applicant: City \_\_\_\_\_  X  County \_\_\_\_\_

Name of Jurisdiction **Town of Normal**  
 Street/P.O. Box **100 East Phoenix Avenue/P.O. Box 509** Zip Code **61761**  
 City **Normal** County **McLean**  
 Chief Elected Official **Chris Koos, Mayor**  
 Zone Administrator **Martin K. Vanags** Phone **(309) 661-6332**  
 Type of Applicant: City \_\_\_\_\_  X  County \_\_\_\_\_

Name of Jurisdiction **County of McLean**  
 Street/P.O. Box **104 West Front Street** Zip Code **61701**  
 City **Bloomington** County **McLean**  
 Chief Elected Official **Michael F. Sweeney, County Board Chairman**  
 Zone Administrator **Martin K. Vanags** Phone **(309) 661-6332**  
 Type of Applicant: City \_\_\_\_\_ County \_\_\_\_\_  X

Note: Submit one application that includes an original ordinance(s), intergovernmental agreement and taxing district resolutions plus 2 certified copies of the ordinances, intergovernmental agreement and taxing district resolutions. All attachments must be 8-1/2" x 11", excluding maps. The format of this application may be reproduced and completed in an expanded form provided the final application is presented in bound form or loose leaf notebook. All pages must be numbered in sequence and attachments labeled.

**PART B: DESCRIPTIVE INFORMATION**

1. Total area of the existing enterprise zone: 12.14 Square Miles
2. Area of the proposed addition: Acres 125 Square Miles 0.2  
 Area of the proposed deletion: Acres 139 Square Miles 0.22  
 Total net change in area: Acres -14 Square Miles -0.02
3. Population of the proposed addition: 0
4. Is the proposed addition contiguous with the enterprise zone:  
 Yes X No

**PART C. PURPOSE OF AMENDMENT**

*Explain why the amendment is being requested.*

The amendment is being requested to amend the boundaries of the existing Bloomington/Normal/McLean County Enterprise Zone approved by the Illinois Department of Commerce and Economic Opportunity ("DCEO") on December 28, 2005, with respect to the Twin Groves Wind Farm (the "Twin Groves Project", formerly the Arrowsmith Project) being developed by Horizon Wind Energy, LLC ("Horizon"). The application related to the Enterprise Zone boundary expansion for the Twin Groves Project and DCEO's approval letter related to the same are attached hereto at Tab 2.

Since DCEO's approval on December 28, 2005, Horizon has requested that the Bloomington/Normal/McLean County Enterprise Zone be amended as follows in relation to the Project:

- a. To add territory to the Bloomington/Normal/McLean County Enterprise Zone to accommodate two wind turbines that Horizon is required to relocate because the Federal Aviation Administration determined that the current locations of the wind turbines interfere with microwave beam paths.
- b. To add territory to the Bloomington/Normal/McLean County Enterprise Zone to reflect the correct location of a transmission line related to the Project. The transmission line is included in the previously-approved Bloomington/Normal/McLean County Enterprise Zone legal description at a different location. This portion of the Bloomington/Normal/McLean County Enterprise Zone legal description would be deleted as part of this amendment.

The net effect of these actions (i.e., adding territory to accommodate the movement of the two wind turbines, adding territory to reflect the correct location of the transmission line and deleting territory related to the current legal description of the transmission line) is that the

Bloomington/Normal/McLean County Enterprise Zone would be reduced by 14 acres (0.02 of a square mile).

The general purposes behind the Twin Groves Project are the same as described in the application that was previously approved by DCEO on December 28, 2005. The Twin Groves Project presents an economic opportunity that will bring new investments and job opportunities to the area. The Twin Groves Project contemplates the construction of a wind powered electrical generation facility located in unincorporated McLean County near the municipalities of Ellsworth, Arrowsmith and Saybrook.

The Twin Groves Project will inject an important economic stimulus to the surrounding area, including the City of Bloomington, the Town of Normal and McLean County. The Twin Groves Project involves a substantial investment of approximately \$600 million and will result in the creation of approximately 225 to 245 full-time and equivalent full-time jobs, consisting of approximately 90-100 equivalent full-time jobs during each of two phases of construction and up to 45 ongoing full-time operation and maintenance jobs.

#### PART D. ELIGIBILITY CRITERION

- 1. Describe and document the specific development commitment (s) that will occur within the two year period following the proposed boundary change. Such information must include: project scope; estimated cost of the project; timeline for completing project milestones; project start and completion dates; construction plans or schematics; construction permit data; and, evidence of financial commitment from financial institutions and/or local, state or federal government. Indicate the name of the business(es), the Federal Employers' Identification Number (FEIN) for each project, the Illinois Business Tax (IBT) Number for each project, the address(es) of the proposed project(s), a contact person for each project, the product or service provided and current employment. Project documentation is to be provided or certified by the business(es) involved.*

Information responding to this question as it relates to the Twin Groves Project being developed by Horizon was included under Part D of the Application to Add Territory to the Bloomington/Normal/McLean County Enterprise Zone, which was approved by DCEO on December 28, 2005, which application is incorporated herein by reference and attached hereto at Tab 2.

- 2. Describe how, and the extent to which, the above described project impacts at least one of the following: a) job creation or retention; b) removal or correction of an impediment to economic development that exists in the established zone (describe the obstacle to economic activity and indicate the cause, nature, extent and how the obstacle is impacting economic development); or c) stimulation of neighborhood residential or commercial revitalization.*

Information responding to this question as it relates to the Twin Groves Project being developed by Horizon was included under Part D of the Application to Add Territory to the Bloomington/Normal/McLean County Enterprise Zone, which was approved by DCEO on December 28, 2005, which application is incorporated herein by reference and attached hereto at Tab 2.

**PART E. DEVELOPMENT GOALS AND OBJECTIVES**

*Describe how the proposed boundary change meets specific objectives of the local enterprise zone program and plan.*

Information responding to this question as it relates to the Twin Groves Project being developed by Horizon was included under Part E of the Application to Add Territory to the Bloomington/Normal/McLean County Enterprise Zone, which was approved by DCEO on December 28, 2005, which application is incorporated herein by reference and attached hereto at Tab 2.

**PART F. COMMUNITY SUPPORT**

*Describe the input, assistance, resources and commitments which public and private sector entities provided in the development of this application or will provide in the implementation of the plan. Letters from individuals, business, labor, community or other groups in support of this application may be attached. However, letters of commitment in support of activities (e.g., technical assistance, financial assistance, business management information, jobs, job training and other appropriate types of assistance or actions) which will help to accomplish the proposed enterprise zone objectives are of greater significance.*

Information responding to this question as it relates to the Twin Groves Project being developed by Horizon was included under Part F of the Application to Add Territory to the Bloomington/Normal/McLean County Enterprise Zone, which was approved by DCEO on December 28, 2005, which application is incorporated herein by reference and attached hereto at Tab 2. In addition, see attachment at Tab 9 for relevant community support letters.

**PART G. DEPARTMENT OF AGRICULTURE APPROVAL**

*Please complete the attached Agricultural Site Review Information sheet and send it in to the Department of Agriculture, prior to submitting this application in to the Department of Commerce and Economic Opportunity. This form can also be found at the following website: [www.agr.state.il.us/pdf/agrsitereview.pdf](http://www.agr.state.il.us/pdf/agrsitereview.pdf). Completed forms should be sent/faxed to the address listed on page one of the form. Submit a copy of the Department of Agriculture approval letter for the proposed projects in with this application.*

The Enterprise Zone expansion relating to the Twin Groves Project that was approved by DCEO on December 28, 2005 was also approved by the Illinois Department of Agriculture on December 16, 2005. An Agricultural Site Review Information Sheet with respect to this application was submitted to the Department of Agriculture by the City of Bloomington, the Town of Normal and McLean County. [An approval letter dated \_\_\_\_\_, 2006 was received from the Department of Agriculture]. See attachment at Tab 10 for Agricultural Site Review Information Sheet [and approval letter].

**PART H. APPLICANT CERTIFICATION**

THE APPLICANT CERTIFIES THAT:

To the best of my knowledge and belief, data and other information in this application are true and correct, and this document has been authorized by the governing body of the applicant.

CERTIFYING REPRESENTATIVE:  
(To be signed by the Chief Elected Official or Designee)

City of Bloomington  
Designating Unit of Government

Steve Stockton  
Chief Elected Official or Designee

Date

Mayor  
Title

CERTIFYING REPRESENTATIVE:  
(To be signed by the Chief Elected Official or Designee)

Town of Normal  
Designating Unit of Government

Chris Koos  
Chief Elected Official or Designee

Date

Mayor  
Title

CERTIFYING REPRESENTATIVE:  
(To be signed by the Chief Elected Official or Designee)

County of McLean  
Designating Unit of Government

Michael F. Sweeney  
Chief Elected Official or Designee

Date

County Board Chairman  
Title

JUNE 3, 2008 17:41

**LIST OF ATTACHMENTS**

- Tab 2 Application to Add Territory to the Bloomington/Normal/McLean County Enterprise Zone and DCEO approval letter, dated December 28, 2005.
- Tab 3 Bloomington/Normal/McLean County Enterprise Zone Notice of Public Hearing and Transcript of Bloomington/Normal/McLean County Enterprise Zone Public Hearing
- Tab 4 The original and two certified copies of City of Bloomington, Illinois ordinance amending the boundaries of the Bloomington/Normal/McLean County Enterprise Zone
- Tab 5 The original and two certified copies of Town of Normal, Illinois ordinance amending the boundaries of the Bloomington/Normal/McLean County Enterprise Zone
- Tab 6 The original and two certified copies of County of McLean, Illinois ordinance amending the boundaries of the Bloomington/Normal/McLean County Enterprise Zone
- Tab 7 A) A legal description of the proposed boundary additions to the Bloomington/Normal/McLean County Enterprise Zone;  
B) A legal description of the proposed boundary deletions to the Bloomington/Normal/McLean County Enterprise Zone; and  
C) A map of the Bloomington/Normal/McLean County Enterprise Zone that includes the proposed boundary changes
- Tab 8 Photo Simulations of the Twin Groves Project
- Tab 9 Community Support
- Tab 10 Illinois Department of Agriculture Agricultural Site Review Information Sheet [and Department of Agriculture approval letter]

Members Sorensen/Renner moved the County Board approve a Request for Approval of an Application to Amend the Boundaries of the Bloomington/Normal/McLean County Enterprise Zone to Add/Delete Territory. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Sorensen, Vice-Chairman, presented the following:

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

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

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

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

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

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

WHEREAS, the County of McLean did on December 20, 2005 amend said Ordinance by amending the territory included in the Enterprise Zone; extending the duration of the Enterprise Zone to December 31, 2015; adopting an Enterprise Zone certification fee; enacting a technical correction regarding the issuance of a Certificate of Eligibility for Sales Tax Exemption in order to claim a sales tax exemption on building materials for eligible projects; and clarifying that the local sales tax exemption on building materials for eligible projects is available for nonresidential projects; and

WHEREAS, the County of McLean now desires to enact certain amendments to the Enterprise Zone to amend the territory included in the Enterprise Zone; and

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

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

SECTION ONE: That Appendix "A", which is attached to the original *Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, Town of Normal and unincorporated McLean County as an Enterprise Zone* and incorporated by reference in Section One of said Ordinance and amended by Ordinance enacted on July 15, 1986 and Ordinance enacted on December 20, 2005, and shall be, and the same is, hereby further

amended to read as set forth in the Third Amended Appendix "A", a copy of which is attached hereto, marked Third Amended Appendix "A", and incorporated herein by reference.

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

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

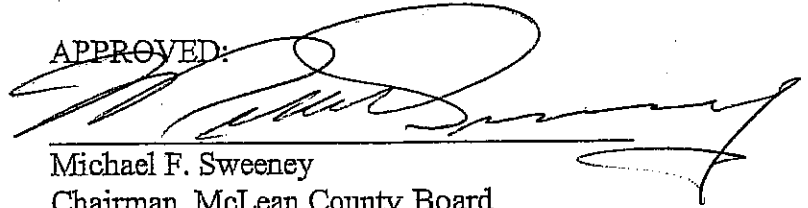
SECTION FOUR: That the County Clerk be and she is hereby directed and authorized to publish this Ordinance in pamphlet form as required by law and forward a certified copy of this Ordinance to the Illinois Department of Commerce and Economic Opportunity for its approval and to file a certified copy of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

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

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

APPROVED this 20<sup>th</sup> day of June, 2006

APPROVED:



Michael F. Sweeney  
Chairman, McLean County Board

ATTEST:



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

(Seal)

### THIRD AMENDED APPENDIX A

The Legal Description of the original enterprise zone territory created by the Ordinance enacted on December 18, 1984, the expanded enterprise zone territory created by the Ordinance enacted on July 15, 1986, the expanded enterprise zone territory created by the Ordinance enacted on December 20, 2005, and the expanded and amended enterprise zone territory created by this Ordinance enacted on \_\_\_\_\_, 2006 are on file in the Office of the McLean County Clerk and are attached hereto by reference.

AMENDED APPENDIX "A"

Point of Beginning: In the City of Bloomington, County of McLean, State of Illinois, at the intersection of the north right-of-way line of West Market Street and the western right-of-way line of Illinois Central Gulf Railroad tracks, thence southwesterly along said western right-of-way line to the intersection of the north right-of-way line of West Front Street and the east right-of-way line of South Lumber Street, thence southwesterly along said east right-of-way line of South Lumber Street to its intersection with the south right-of-way line of West Oakland Avenue. From this point, the boundary runs westerly along the south right-of-way line of Oakland Avenue/Oakland County Road to the west right-of-way line of Interstate 55-74. The boundary follows the western Interstate 55-74 right-of-way line northward to the south right-of-way line of West Washington Street. The boundary follows this right-of-way line westward until it intersects with the west right-of-way line of Emerson Street. The boundary follows this right-of-way line north and west until it intersects with the south right-of-way line of Illinois Route 9. The boundary then runs westward along the south right-of-way line of Route 9 until it reaches the intersection of Route 9 and the roadway commonly known as Old Peoria Road. From this point, the boundary runs northwest along the south right-of-way of Old Peoria Road to County Road 1100 East. The boundary then follows the west right-of-way line of 1100 East in a northerly direction to its intersection with County Highway 18 and U.S. Route 150. The boundary runs southeast from this intersection following the north right-of-way line of U. S. Route 150 to the east right-of-way line of Interstate 55-74. The east right-of-way line of Interstate 55-74 becomes the boundary of the zone as it runs south to the north right-of-way line of Illinois Route 9/West Market Street. The final segment of the boundary runs eastward along the north right-of-way line of Route 9/West Market Street to the Illinois Central Gulf Railroad tracks, the Point of Beginning.

October 7, 2005

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

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

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

## Sub-Stations

### Arrowsmith O & M Facility:

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

### Dawson Sub-Station:

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

### Interconnect Station:

#### Tract No. 1:

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

#### Tract No. 2:

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

**150 Foot-Wide Transmission Line Strip (relocated May 2006)**

A strip of land 150 feet wide in Sections 2, 3, 4, 5, 6, 11 and 12 in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 75 feet on each side of the following described Centerline:

**Centerline of Transmission Line**

Commencing at a point on the South Line of said Section 12 lying 1,331.00 feet east of the Southwest Corner thereof, thence north 00°-03'-08" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,223.67 feet; thence north 89°-45'-42" east 348.94 feet; thence north 00°-02'-22" west 300.00 feet to the Point of Beginning. From said Point of Beginning, thence north 00°-02'-22" west 689.00 feet; thence north 55°-43'-34" west 10,258.35 feet to a point lying 75.00 feet normally distant south of the North Line of the Southeast Quarter of said Section 3; thence north 89°-54'-10" west 3,764.95 feet along a line parallel with the North Line of the South Half of said Section 3 to a point on the West Line of the Southwest Quarter of said Section 3 lying 75.00 feet south of the Northwest Corner thereof; thence south 89°-49'-10" west 2,659.60 feet along a line parallel with the North Line of the Southeast Quarter of said Section 4 to a point on the West Line of said Southeast Quarter lying 75.00 feet south of the Northwest Corner thereof; thence north 89°-31'-38" west 2,667.69 feet along a line parallel with the North Line of the Southwest Quarter of said Section 4 to a point on the West Line of said Southwest Quarter lying 75.00 feet south of the Northwest Corner thereof; thence north 88°-49'-36" west 5,272.50 feet along a line parallel with the North Line of the South Half of said Section 5 to a point on the West Line of the Southwest Quarter of said Section 5 lying 75.00 feet south of the Northwest Corner thereof; thence north 89°-45'-34" west 3,176.34 feet along a line parallel with the North Line of the South Half of said Section 6 to a point lying 75 feet south of the North Line of the Southwest Quarter of said Section 6, said point being on the East Line of the following described property and also being the Point of Terminus: A part of the Southwest Quarter of Section 6, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at a point 23.75 chains east of the Southwest Corner of said Southwest Quarter, thence east 25.48 chains; thence north 40.16 chains to the North Line of said Southwest Quarter, thence west 30.14 chains to a point 19.13 chains east of the Northwest Corner of said Southwest Quarter; thence south 14 chains; thence east 4.62 chains; thence south 26.16 chains to the Point of Beginning.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**(D-1-1-1)**

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

**(D-1-1-2)**

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

**(D-1-4-1)**

**Centerline No. 3** being a part of said Section 1. Commencing at the Southeast Corner of the of said Section 1, thence north 1,382 feet along the East Line of the Southeast Quarter of said Section 1; thence north 89°-46'-05" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,276.63 feet; thence north 89°-35'-40" west 1,352.70 feet; thence north 00°-08'-

00" east 987.94 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence south 89°-36'-58" east 424.03 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(D-1-4-2)

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

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

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

(D-2-4-2)

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

(D-2-2-1)

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

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

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

thence north 494 feet along the West Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-45'-06" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 813.48 feet to the Point of Terminus.

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

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 3, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence west 1,352 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-09'-17" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,523.29 feet; thence north 89°-59'-16" west 1,212.69 feet to the Point of Terminus.

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

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

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

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

(D-4-2-1)

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

(D-4-2-2)

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

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

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

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

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

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

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

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

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

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

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

(D-5-4-1)

**Centerline No. 1:** Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,520 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 89°-43'-04" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,106.56 feet; thence north 00°-37'-04" east 933.21 feet to the Point of Terminus.

(D-5-4-2)

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

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

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

(D-6-3-1)

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

(D-6-3-2)

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

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

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

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

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

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

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

(D-9-2-1)

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

(D-9-1-2)

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

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

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

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

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

(D-10-2-1)

Centerline No. 1: Commencing at the Northeast Corner of the Northeast Quarter of said Section 10, thence west 30.00 feet along the North Line of said Northeast Quarter to the Point of Beginning. From said Point of Beginning, thence south  $00^{\circ}-02'-21''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,728.49 feet; thence north  $89^{\circ}-57'-55''$  west 2,852.40 feet to the Point of Terminus.

(D-10-2-2)

Centerline No. 2: Commencing at the Northeast Corner of the Northeast Quarter of said Section 10, thence west 30.00 feet along the North Line of said Northeast Quarter, thence south  $00^{\circ}-02'-21''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,728.49 feet; thence north  $89^{\circ}-57'-55''$  west 1,462.62 feet to the Point of Beginning. From said Point of Beginning, thence south  $00^{\circ}-02'-37''$  east 507.53 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(D-10-2-3)

Centerline No. 3: Commencing at the Northeast Corner of the Northeast Quarter of said Section 10, thence west 30.00 feet along the North Line of said Northeast Quarter, thence south  $00^{\circ}-02'-21''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,728.49 feet; thence north  $89^{\circ}-57'-55''$  west 530.88 feet to the Point of Beginning. From said Point of Beginning, thence north  $00^{\circ}-19'-50''$  west 612.62 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. D-11-1-1

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

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



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

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

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

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

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

(D-12-1-1)

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

(D-12-1-2)

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

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

(D-12-3-1)

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

(D-12-3-2)

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

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

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 12, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 535 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-32'-26" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 778.10 feet to the Point of Terminus.

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

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

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

(D-13-4-2)

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

(D-13-4-3)

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

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

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

(D-22-4-3)

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

(D-22-4-1)

Centerline No. 2: Commencing at a point 1,366 feet west and 27 feet south of the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 22, thence south  $88^{\circ}-57'-22''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by

Aero-metric Engineers, Inc., Sheboygan, WI.) 1,718.82 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $01^{\circ}-11'-38''$  west 640.10 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

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

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

(D-23-3-1)

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

(D-22-4-2)

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

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

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

All that portion of a strip of land 600 feet-wide in the Southeast Quarter of the Southwest Quarter of Section 23, Township 23 North, Range 4 East of the Third

Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southwest Quarter, thence north 1,298 feet along the East Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-34'-55" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 538.13 feet; thence south 00°-25'-05" west 418.73 feet to the Point of Terminus.

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

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

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

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

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

All that portion of a strip of land 600 feet-wide in the Northwest Quarter of the Southwest Quarter of Section 24, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence east 1,248 feet along the North Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-36'-04" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,015.28 feet; thence south 89°-35'-33" west 472.27 feet to the Point of Terminus.

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

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

(D-24-4-2 & 3)

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

(D-24-4-1)

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

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

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

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

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 25, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Beginning at a point in the center of a east-west road running through said Northeast Quarter lying 615 feet east of the West Line of said Northeast Quarter. From said Point of Beginning, thence north  $00^{\circ}-26'-05''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean

County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.)  
954.93 feet to the Point of Terminus.

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

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

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

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

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

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

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

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

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

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

(D-30-4-1 & 2)

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

(D-29-3-1)

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

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

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

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

All that portion of a strip of land 600 feet-wide in the West Half of the Northeast Quarter of Section 36, Township 23 North, Range 4 East of the Third Principal



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

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

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

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

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

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

**(C-1-4-1)**

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

**(C-6-3-1)**

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

**(C-1-4-2)**

**Centerline No. 3:** Commencing at the Southwest Corner of the Southeast Quarter of said Section 1, thence east 2,585 feet along the South Line of said Southeast Quarter; thence north 00°-48'-16" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,251.52 feet to the

Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence north 89°-38'-46" west 407.28 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

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

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

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

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

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

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

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

Centerline No. 2 is described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 2, thence east 9 feet along the South Line of said Southwest Quarter; thence north 00°-42'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,350.43

feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north  $76^{\circ}-56'-52''$  east 530.02 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

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

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 2, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southwest Corner of said Southwest Quarter, thence east 1,274 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $02^{\circ}-10'-10''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,335.34 feet to the Point of Terminus.

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

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

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

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

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

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

(A-3-2-1)

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

(A-3-4-1)

Centerline No. 2 being a part of the said Southeast Quarter. Commencing at the Southwest Corner of said Southeast Quarter, thence north 00°-00'-07" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 417.20 feet along the West Line of said Southwest Quarter; thence south 89°-10'-46" east 445.68 feet; thence north 00°-04'-03" west 1,820.89 feet to the Point of Beginning. From said Point of Beginning, thence south 89°-48'-51" east 857.88 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

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

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

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

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

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

(A-5-2-1)

Centerline No. 1. Commencing at the Northeast Corner of said Southeast Quarter, thence south 820 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 89°-20'-06" west (bearings derived from Local Control

Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,528.41 feet; thence north 00°-29'-58" east 1,243.22 feet to the Point of Terminus.

(A-5-4-1)

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

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

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

(A-6-4-1)

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

(A-6-4-2)

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

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

A strip of land 600 feet-wide being a part of the Northwest Quarter and the Northeast Quarter of Section 7, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 500 feet along the North Line of said Northwest

Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-11'-24" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 462.57 feet; thence south 65°-37'-34" east 1,031.95 feet; thence south 78°-40'-23" east 1,355.59 feet to the Point of Terminus.

Access Road to A-7-1-2

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

Access Road to A-7-2-2

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

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

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

(A-7-2-1)

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

(A-8-1-1)

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

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

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

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

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

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

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

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



A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-9-3-1)

Centerline No. 1 being a part of the Northwest Quarter and the Southwest Quarter of Section 9, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Beginning at the Northwest Corner of said Southwest Quarter. From said Point of Beginning, thence east 1,889 feet along the North Line of said Southwest Quarter; thence south  $00^{\circ}-02'-29''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 722.02 feet to the Point of Terminus.

(A-9-3-2)

Centerline No. 2 being a part of the Southwest Quarter of Section 9, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Beginning at a point on the North Line of said Southwest Quarter lying 869 feet east of the Northwest Corner of said Southwest Quarter. From said Point of Beginning, thence south  $00^{\circ}-26'-13''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 444.28 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Also, a strip of land 600 feet-wide lying 300 feet on each side of the North Line of said Southwest Quarter bounded on the west by the above described strips of land and bounded on the east by the East Lines of said Northwest and Southwest Quarters.

**Wind Turbine No. A-9-3-3**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 9, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 513 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $88^{\circ}-58'-44''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 966.55 feet to the Point of Terminus.

**Wind Turbine Nos. A-9-4-1, 2 & 3**

A strip of land 600 feet-wide being a part of the Southwest Quarter and part of the Southeast Quarter of Section 9, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at the Northwest Corner of said Southeast Quarter, thence south 762.50 feet along the West Line of said

Southeast Quarter; thence south  $77^{\circ}-02'-43''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,277.50 feet; thence south  $89^{\circ}-48'-17''$  east 891.48 feet; thence south  $00^{\circ}-08'-12''$  east 847.22 feet to the Point of Terminus.

**Wind Turbine No. A-10-1-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 10, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 487 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-02'-30''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,280.53 feet to the Point of Terminus.

**Wind Turbine No. A-10-2-1**

A strip of land 600 feet-wide lying being a part of the Northeast Quarter of Section 10, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 783 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-05'-23''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,873.02 feet to the Point of Terminus.

**Wind Turbine Nos. A-10-3-1 & 2 and A-10-4-1 & 2**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

A-10-3-1 & 2)

Centerline No. 1 being a part of the Southwest Quarter and the Southeast Quarter of Section 10, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,651 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $00^{\circ}-38'-01''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,738.32 feet; thence north  $03^{\circ}-17'-42''$  east 532.35 feet; thence north  $89^{\circ}-19'-56''$  west 1,234.32 feet to the Point of Terminus.

(A-10-4-1 & 2)

Centerline No. 2 being a part of the Southwest Quarter and the Southeast Quarter of Section 10, Township 23 North, Range 5 East of the Third Principal

Meridian, McLean County, Illinois. Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,651 feet along the South Line of said Southwest Quarter, thence north 00°-38'-01" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,738.32 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 77°-55'-45" east 1,138.75 feet; thence south 67°-28'-05" east 1,369.06 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. A-11-1-1**

All that portion of a strip of land lying within the P.I.N. (Parcel Identification Number) 24-11-100-005 in the Northwest Quarter of Section 11, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said strip being 600 feet-wide lying 300 feet on each side of the following described Centerline:

Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,274 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-11'-19" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,137.57 feet; thence north 89°-24'-22" west 772.17 feet to the Point of Terminus.

**Wind Turbine No. A-11-2-1 & 2**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 11, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,739 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-49'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 953.29 feet; thence north 74°-02'-29" west 1,506.86 feet to the Point of Terminus.

**Wind Turbine Nos. A-11-4-1 & 2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 11, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-11-4-1)

Centerline No. 1: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,327 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning,

thence north 88°-40'-07" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,912.50 feet; thence north 01°-03'-22" east 448.55 feet to the Point of Terminus.

(A-11-4-2)

**Centerline No. 2:** Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,327 feet along the East Line of said Southeast Quarter; thence north 88°-40'-07" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 640.90 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 00°-07'-30" east 735.49 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. A-12-1-1, A-12-3-1 & 2 and A-12-4-1**

A strip of land 600 feet-wide being a part of Section 12, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Section 12, thence south 2,119 feet along the West Line of said Section to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 84°-34'-14" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 790.98 feet; thence south 58°-22'-51" east 1,048.69 feet; thence south 60°-17'-31" east 1,046.32 feet; thence south 89°-50'-18" east 884.44 feet; thence south 00°-46'-20" west 815.97 feet to the Point of Terminus.

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

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 12, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 1,601 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 02°-03'-02" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 768.51 feet to the Point of Terminus.

**Wind Turbine No. A-12-3-3**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 12, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southwest Corner of said Southwest Quarter, thence north 482 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-23'-19" east (bearings derived from Local Control

Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 877.16 feet to the Point of Terminus.

**Wind Turbine Nos. A-13-1-2 and A-13-2-1**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-13-2-1)

Centerline No. 1 being a part of the Northwest Quarter and the Northeast Quarter of Section 13, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Beginning at the Northeast Corner of said Northwest Quarter. From said Point of Beginning, thence south  $00^{\circ}-22'-56''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,751.26 feet; thence south  $00^{\circ}-09'-46''$  west 328.32 feet; thence south  $89^{\circ}-50'-18''$  east 1,131.84 feet to the Point of Terminus.

(A-13-1-2)

Centerline No. 2 being a part of the Northwest Quarter of Section 13, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northwest Quarter, thence south  $00^{\circ}-22'-56''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,751.26 feet to the Point of Beginning. From said Point of Beginning, thence north  $89^{\circ}-50'-18''$  west 661.03 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. A-13-1-1**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline: Said Centerline being in a part of the Northwest Quarter of Section 13, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,272 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-41'-32''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,072.36 feet to the Point of Terminus.

**Wind Turbine Nos. A-14-1-1 & 2 and A-14-2-1 & 2**

A strip of land 600 feet-wide being a part of Section 14, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-14-2-1 & 2)

Centerline No. 1: Commencing at the Northeast Corner of the Northwest Quarter of said Section 14, thence west 6 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-23'-20" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,127.56 feet; thence south 01°-46'-55" east 461.48 feet; thence south 89°-49'-33" east 865.41 feet to the Point of Terminus.

(A-14-1-1 & 2)

Centerline No. 2: Commencing at the Northeast Corner of the Northwest Quarter of said Section 14, thence west 6 feet along the North Line of said Northwest Quarter; thence south 00°-23'-20" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,127.56 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning; thence south 89°-31'-37" west 690.29 feet; thence north 70°-46'-56" west 1,354.34 feet to the Point of Terminus. except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(A-14-2-1)

Centerline No. 3: Commencing at the Northeast Corner of the Northwest Quarter of said Section 14, thence west 6 feet along the North Line of said Northwest Quarter; thence south 00°-23'-20" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 673.56 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning; thence south 89°-49'-34" east 1,120.59 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1

Also, excepting therefrom, any portion of the above described strips lying within the Southwest Quarter of said Section 14.

**Wind Turbine Nos. A-15-2-1, 2 & 3**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 15, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-15-2-3)

Centerline No. 1: Commencing at the Northeast Corner of said Northeast Quarter, thence west 960 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-22'-51" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,553.66 feet to the Point of Terminus.

(A-15-2-1)

Centerline No. 2: Commencing at the Northeast Corner of said Northeast Quarter, thence west 960 feet along the North Line of said Northeast Quarter, thence south 00°-22'-51" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 510.42 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-49'-02" east 756.98 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(A-15-2-2)

Centerline No. 3: Commencing at the Northeast Corner of said Northeast Quarter, thence west 960 feet along the North Line of said Northeast Quarter, thence south 00°-22'-51" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,808.17 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence north 89°-20'-23" west 1,251.14 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. A-16-1-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 16, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northwest Quarter, thence north 803 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 87°-57'-31" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 999.21 feet to the Point of Terminus.

**Wind Turbine Nos. A-17-4-1 & 2**

All that portion of the following described strips of land lying within the West Half of the Southeast Quarter of Section 7 and the South Half of the Southwest Quarter of Section 7, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Strips being 600 feet-wide lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the Southeast Quarter of said Section 7, thence east 1,090 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-14'-26" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 563.68 feet; thence north 66°-05'-56" west 1,457.62 feet to the Point of Terminus.

**Wind Turbine No. A-18-3-1**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 18, Township 23 North, Range 5 East of the Third Principal Meridian, McLean

County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at a point on the Centerline of a north-south road running through said Southwest Quarter lying 1,736 feet north of the South Line of said Southwest Quarter. From said Point of Beginning, thence south  $89^{\circ}-38'-54''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 817.72 feet to the Point of Terminus.

**Wind Turbine No. A-18-4-1 & 2**

A strip of land 600 feet-wide Centerline being a part of the Southeast Quarter of Section 18, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence west 453 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-37'-33''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 508.93 feet; thence north  $25^{\circ}-21'-56''$  west 1,426.72 feet to the Point of Terminus.

**Wind Turbine No. A-19-1-1 and A-19-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter and a part of the Northwest Quarter of Section 19, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Northwest Corner of said Northwest Quarter, thence east 2,362 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $01^{\circ}-12'-53''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,376.43 feet; thence south  $51^{\circ}-29'-25''$  east 1,359.81 feet to the Point of Terminus.

**Wind Turbine Nos. A-19-4-1 & 2**

All that portion of a strip of land 600 feet-wide lying within the Northeast Quarter and the Southeast Quarter of Section 19, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of the Northeast Quarter of said Southeast Quarter, thence west 195 feet along the South Line of the Northeast Quarter of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $04^{\circ}-08'-45''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 530.14 feet; thence north  $04^{\circ}-20'-47''$  east 783.75 feet; thence north  $89^{\circ}-13'-39''$  west 1,109.84 to the Point of Terminus.



**Wind Turbine No. A-19-4-3**

A strip of land 600 feet-wide being in the Southeast Quarter of Section 19, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of the Southwest Quarter of said Southeast Quarter, thence east 953 feet along the North Line of the Southwest Quarter of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-03'-14''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 828.22 feet to the Point of Terminus.

**Wind Turbine No. A-20-4-1**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 20, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southeast Quarter, thence south 337 feet along the West Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $88^{\circ}-54'-29''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 818.45 feet to the Point of Terminus.

**Wind Turbine No. A-20-4-2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 20, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of the Southwest Quarter of said Southeast Quarter, thence south  $86^{\circ}-51'-28''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 195.35 feet to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $87^{\circ}-14'-01''$  east 1,119.59 feet to the Point of Terminus.

**Wind Turbine No. A-20-4-3**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 20, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southeast Quarter, thence east 1,020 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-39'-58''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 592.29 feet to the Point of Terminus.

**Wind Turbine Nos. A-21-1-1 & 2**

All that portion of a strip of land 600 feet-wide lying within the Northwest Quarter of Section 21, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of said Section 21, thence east 94 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-07'-02''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,969.08 feet; thence south  $89^{\circ}-47'-41''$  east 332.20 feet; thence south  $65^{\circ}-42'-26''$  east 1,391.69 feet to the Point of Terminus.

**Wind Turbine Nos. A-21-4-1 and A-21-3-1**

All that portion of a strip of land 600 feet-wide lying within the South Half of Section 21, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-21-3-1)

Centerline No. 1: Commencing at the Southwest Corner of said Section 21, thence east 2,664 feet along the South Line of said Section 21 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $00^{\circ}-33'-15''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,086.83 feet; thence north  $01^{\circ}-11'-36''$  east 453.47 feet; thence south  $87^{\circ}-43'-10''$  west 480.63 feet to the Point of Terminus.

(A-21-4-1)

Centerline No. 2: Commencing at the Southwest Corner of said Section 21, thence east 2,664 feet along the South Line of said Section 21; thence north  $00^{\circ}-33'-15''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,086.83 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $89^{\circ}-48'-04''$  east 1,061.17 feet; feet to the Point of Terminus.

**Wind Turbine No. A-21-4-2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 21, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,729 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-48'-20''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,191.69 feet to the Point of Terminus.

**Wind Turbine No. A-21-4-3**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 21, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 604 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-48'-22" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 835.62 feet to the Point of Terminus.

**Wind Turbine Nos. A-22-1-1**

All that portion of a strip of land 600 feet-wide lying within the Southeast Quarter of the Northwest Quarter and the East Half of the Northeast Quarter of the Northwest Quarter of Section 22, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of said Northwest Quarter, thence west 655 feet along the North Line of the Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-05'-33" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,748.60 feet; thence north 89°-21'-00" west 677 feet, more or less, to the West Line of the Southeast Quarter of said Northwest Quarter and the Point of Terminus.

**Wind Turbine Nos. A-22-1-2, A-22-2-1 and A-22-4-1**

A strip of land 600 feet-wide being a part of Section 22, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

**(A-22-4-1)**

**Centerline No. 1:** Commencing at the Northeast Corner of said Section 22, thence west 2,659 feet along the North Line of said Section 22 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-11'-14" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 507.80 feet; thence south 00°-24'-35" west 2,024.67 feet; thence south 00°-47'-23" east 461.28 feet; thence south 89°-48'-49" east 1,019.72 feet to the Point of Terminus.

**(A-22-2-1)**

**Centerline No. 2:** Commencing at the Northeast Corner of said Section 22, thence west 2,659 feet along the North Line of said Section 22; thence south 00°-11'-14" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 507.80 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-48'-49" east 1,004.08 feet to the

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

(A-22-1-2)

Centerline No. 3: Commencing at the Northeast Corner of said Section 22, thence west 2,659 feet along the North Line of said Section 22; thence south  $00^{\circ}-11'-14''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 507.80 feet; thence south  $00^{\circ}-24'-35''$  west 2,024.67 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence north  $89^{\circ}-48'-45''$  west 545.53 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. A-22-3-1**

The West 928 feet of the South 537 feet of the North Half of the Southwest Quarter of Section 22, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

**Wind Turbine No. A-25-2-1 & 2**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 394 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-45'-43''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 510.02 feet; thence south  $35^{\circ}-08'-28''$  east 1,372.79 feet to the Point of Terminus.

**Wind Turbine Nos. A-25-2-3, A-25-4-2 and C-30-3-1**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-25-2-3)

Centerline No. 1 being a part of the Northeast Quarter and a part of the Southeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Southeast Corner of said Northeast Quarter, thence north 44 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $86^{\circ}-32'-04''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 177.28 feet; thence north  $86^{\circ}-49'-22''$  west 644.40 feet; thence north  $00^{\circ}-08'-30''$  west 836.71 feet to the Point of Terminus.

(A-25-4-2)

Centerline No. 2 being a part of the Northeast Quarter and a part of the Southeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian and a part of the Southwest Quarter of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, all in McLean County, Illinois. Commencing at the Southeast Corner of said Northeast Quarter, thence north 44 feet along the East Line of said Northeast Quarter; thence north  $86^{\circ}-32'-04''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 177.28 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $07^{\circ}-00'-43''$  east 528.48 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(C-30-3-1)

Centerline No. 3 being a part of the Southwest Quarter and a part of the Northwest Quarter of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Southeast Corner of the Northeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, thence north 44 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence south  $86^{\circ}-32'-04''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 354.29 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. A-25-3-1 & 2 and A-25-4-1**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-25-3-1 & 2)

Centerline No. 1 being all that part of said strip lying in the East Half of the Northwest Quarter, a part of the East Half of the Southwest Quarter and a part of the Southeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Southeast Corner of said Southeast Quarter, thence west 2,643 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $00^{\circ}-27'-14''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,044.99 feet; thence north  $02^{\circ}-05'-26''$  west 797.97 feet; thence north  $88^{\circ}-28'-03''$  west 327.01 feet; thence north  $55^{\circ}-54'-14''$  west 1,211 feet, more or less, to the West Line of the East Half of said Southwest Quarter and the Point of Terminus.

(A-25-4-1)

Centerline No. 2 being a part of the Southeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois. Commencing at the Southeast Corner of said Southeast Quarter, thence west 2,643 feet along the South Line of said Southeast Quarter, thence north

00°-27'-14" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,044.99 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-50'-17" east 655.87 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. A-29-1-1 & 2**

(A-29-1-1)

All that portion of a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline No. 1 lying within the North Half of Section 29, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Centerline being more particularly described as follows: Commencing at the Northeast Corner of said Section 29, thence west 2,434 feet along the North Line of said Section 29 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 01°-05'-37" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 47.32 feet; thence north 88°-54'-23" west 1,341.50 feet; thence north 89°-40'-32" west 1,318.90 feet; thence south 04°-24'-23" east 435.24 feet to the Point of Terminus.

(A-29-1-2)

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline No. 2 in the Northwest Quarter of Section 29, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Centerline being more particularly described as follows: Commencing at the Northeast Corner of said Section 29, thence west 2,434 feet along the North Line of said Section 29; thence south 01°-05'-37" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 47.32 feet; thence north 88°-54'-23" west 1,341.50 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 00°-20'-31" east 909.18 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. A-29-2-1**

The East 531 feet of the North 2,024 feet of the Northeast Quarter of Section 29, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

**Wind Turbine Nos. A-29-3-1 & 2 and A-29-4-1, 2 & 3**

A strip of land 600 feet-wide being a part of the Southwest Quarter and a part of the Southeast Quarter of Section 29, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 552 feet along the West Line of said

Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 85°-14'-24" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 475.39 feet; thence south 75°-28'-23" east 1,328.20 feet; thence north 84°-41'-16" east 1,177.34 feet; thence south 71°-16'-15" east 1,095.22 feet; thence south 72°-59'-42" east 1,380.52 feet to the Point of Terminus.

**Wind Turbine No. A-30-2-1**

A part of the Northeast Quarter and a part of the Northwest Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, being a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northeast Quarter, thence east 142 feet along the South Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-10'-59" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,138.60 feet to the Point of Terminus.

**Wind Turbine No. A-30-1-1**

A part of the Northwest Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, being a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Northwest Quarter, thence west 878 feet along the South Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-10'-59" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,313.85 feet to the Point of Terminus.

**Wind Turbine No. A-30-2-2**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northeast Quarter, thence east 1,355 feet along the South Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-12'-19" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 534.23 feet; thence north 89°-32'-12" west 463.24 feet to the Point of Terminus, except therefrom, any portion of said strip of land lying within the East Half of said Northeast Quarter.

**Wind Turbine No. A-30-2-3**

The East 455 feet of the South 827 feet of the Northeast Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

**Wind Turbine No. A-30-2-4**

The West 350 feet of the East Half of the Northeast Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

**Wind Turbine No. A-30-3-1**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 538 feet along the West Line of said Southwest Quarter, thence south 538 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-43'-03" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 780.12 feet to the Point of Terminus.

**Wind Turbine Nos. A-31-3-1, 2 & 3**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 31, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 562 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-46'-28" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 684.21 feet; thence south 48°-49'-05" east 1,049.51 feet; thence south 26°-04'-47" east 1,431.07 feet to the Point of Terminus.

**Wind Turbine Nos. A-32-1-1 & 2**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 32, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-32-1-1)

**Centerline No. 1:** Commencing at the Northeast Corner of said Northwest Quarter, thence west 1,331 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-05'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,169.80 feet; thence north 89°-31'-36" west 1,152.55 feet to the Point of Terminus.



A-32-1-2)

Centerline No. 2: Commencing at the Northeast Corner of said Northwest Quarter, thence west 1,331 feet along the North Line of said Northwest Quarter, thence south 00°-05'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 459.21 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-31'-35" east 577.92 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. A-32-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 32, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence west 2,504 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-12'-25" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,035.43 feet to the Point of Terminus.

**Wind Turbine Nos. A-32-2-2 & 3**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 32, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-32-2-3)

Centerline No. 1: Commencing at the Northeast Corner of said Northeast Quarter, thence west 917 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-25'-12" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,101.84 feet; thence south 01°-11'-58" west 639.49 feet; thence south 88°-32'-36" east 658.52 feet to the Point of Terminus.

(A-32-2-2)

Centerline No. 2: Commencing at the Northeast Corner of said Northeast Quarter, thence west 917 feet along the North Line of said Northeast Quarter; thence south 00°-25'-12" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,101.84 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 88°-48'-02" west 866.57 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(Access Road)

Commencing at the Northeast Corner of said Northeast Quarter, thence west 917 feet along the North Line of said Northeast Quarter; thence south  $00^{\circ}-25'-12''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,101.84 feet to the Point of Beginning of said Access Road. From said Point of Beginning, thence south  $85^{\circ}-26'-18''$  east 929 feet, more or less to the East Line of said Northeast Quarter and the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. A-33-1-1 & 2**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 33, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-33-1-1)

Centerline No. 1: Commencing at the Southwest Corner of said Northwest Quarter, thence east 1,330 feet along the South Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $00^{\circ}-01'-37''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,157.77 feet; thence south  $89^{\circ}-18'-43''$  west 531.50 feet; thence north  $00^{\circ}-49'-24''$  west 1,507 feet, more or less, to the North Line of said Northwest Quarter and the Point of Terminus.

(A-33-1-2)

Centerline No. 2: Commencing at the Southwest Corner of said Northwest Quarter, thence east 1,330 feet along the South Line of said Northwest Quarter; thence north  $00^{\circ}-01'-37''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,157.77 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north  $89^{\circ}-18'-43''$  east 774.37 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(Access Road)

Commencing at the Southwest Corner of said Northwest Quarter, thence east 1,330 feet along the South Line of said Northwest Quarter; thence north  $00^{\circ}-01'-37''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,157.77 feet; thence south  $89^{\circ}-18'-43''$  west 531.50 feet; thence north  $00^{\circ}-49'-24''$  west 281.46 feet to the Point of Beginning of said Access Road. From said Point of Beginning, thence north  $85^{\circ}-26'-18''$  west 798 feet, more or less, to the West Line of said Northwest Quarter and the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerlines.

**Wind Turbine Nos. A-33-2-1, 2 & 3**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-33-2-1 & 2)

Centerline No. 1 being a part of the Northeast Quarter and a part of the Northwest Quarter of Section 33, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,404 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $89^{\circ}-56'-43''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 417.19 feet; thence north  $86^{\circ}-12'-04''$  west 995.00 feet; thence north  $88^{\circ}-29'-48''$  west 1,329.21 feet to the Point of Terminus.

(A-33-2-3)

Centerline No. 2 being a part of the Northeast Quarter of Section 33, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,404 feet along the East Line of said Northeast Quarter; thence north  $89^{\circ}-56'-43''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 417.19 feet; thence north  $86^{\circ}-12'-04''$  west 995.00 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north  $00^{\circ}-03'-02''$  east 651.77 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. A-33-3-1, 2 & 3 and A-32-4-1**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-33-3-1 & 2; A-32-4-1)

Centerline No. 1 being a part of the Southwest Quarter of Section 33 and a part of the Southeast Quarter of Section 32, all in Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northwest Corner of said Southwest Quarter, thence east 1,260 feet along the North Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south  $00^{\circ}-23'-10''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,485.50 feet; thence south  $63^{\circ}-52'-32''$  west 1,357.15 feet; thence north  $67^{\circ}-59'-19''$  west 1,331.21 feet to the Point of Terminus.

(A-33-3-3)

Centerline No. 2 being a part of the Southwest Quarter of Section 33, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northwest Corner of said Southwest Quarter, thence east 1,260 feet along the North Line of said Southwest Quarter; thence south  $00^{\circ}-23'-10''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,485.50 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $52^{\circ}-13'-43''$  east 1,453.87 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. A-34-1-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 34, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northwest Quarter, thence north 821 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $89^{\circ}-48'-26''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 792.67 feet to the Point of Terminus.

**Wind Turbine No. A-34-1-2**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 34, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southwest Corner of said Northwest Quarter, thence east 1,546 feet along the South Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-08'-42''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 773.96 feet to the Point of Terminus.

**Wind Turbine No. A-34-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 34, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of said Northeast Quarter, thence south 439 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-01'-55''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 711.64 feet to the Point of Terminus.

**Wind Turbine No. A-34-2-2**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 34, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of said Northeast Quarter, thence west 794 feet along the South Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-44'-20" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 853.78 feet to the Point of Terminus.

**Wind Turbine Nos. A-35-1-1 & 2**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of said Northwest Quarter, thence east 764 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-11'-57" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 486.61 feet; thence south 77°-37'-19" east 1,335.74 feet to the Point of Terminus.

**Wind Turbine Nos. A-35-2-1 & 2**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-35-2-1)

Centerline No. 1 being a part of the Northwest Quarter and a part of the Northeast Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northeast Quarter, thence west 1,776 feet along the North Line of said Northeast Quarter; thence south 00°-10'-22" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,140.87 feet to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 89°-49'-35" west 1,058.86 feet to the Point of Terminus.

(A-35-2-2)

Centerline No. 2 being a part of the Northeast Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northeast Quarter, thence west 1,776 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 00°-10'-22" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,555.18 feet; thence south 89°-49'-39" east 506.44 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Excepting from the above described strips A-35-2-1 & 2 any portion lying within PIN (Parcel Identification Number) 24-35-200-006 and 24-35-200-007 in said Northeast Quarter.

**Wind Turbine Nos. A-35-3-1 & 2**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 890 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-12'-00" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,414.30 feet; thence south 00°-09'-12" west 769.03 feet to the Point of Terminus.

**Wind Turbine Nos. A-35-4-1, 2 & 3**

A strip of land 600 feet-wide being a part of the Southwest Quarter and part of the Southeast Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 433 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-49'-49" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 867.94 feet; thence north 00°-04'-57" west 969.33 feet; thence south 86°-08'-02" west 444.13 feet; thence south 77°-27'-30" west 1,507.58 feet to the Point of Terminus.

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

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southwest Corner of said Northwest Quarter, thence east 2,329 feet along the South Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-21'-31" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 535.64 feet; thence north 61°-17'-13" west 1,363.20 feet to the Point of Terminus.

**Wind Turbine No. A-36-1-3**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian, McLean

County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 505 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-29'-57''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 850.52 feet to the Point of Terminus.

**Wind Turbine No. A-36-2-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter and a part of the Northeast Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence west 2,507 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-01'-18''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 762.22 feet to the Point of Terminus.

**Wind Turbine No. C-2-1-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,490 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-40'-48''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 890.77 feet to the Point of Terminus.

**Wind Turbine Nos. C-2-1-2 and C-2-2-1**

A strip of land 600 feet-wide being a part of the North Half of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-2-2-1)

Centerline No. 1: Commencing at the Northeast Corner of said North Half, thence west 2,668 feet along the North Line of said North Half to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south  $00^{\circ}-35'-52''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,331.07 feet; thence south  $00^{\circ}-00'-20''$  east 578.47 feet; thence south  $86^{\circ}-24'-51''$  east 557.15 feet to the Point of Terminus.

(C-2-1-2)

Centerline No. 2: Commencing at the Northeast Corner of said North Half, thence west 2,668 feet along the North Line of said North Half; thence south  $00^{\circ}-35'-52''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,331.07 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north  $89^{\circ}-53'-56''$  west 905.51 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. C-2-3-1**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence east 1,979 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $01^{\circ}-00'-28''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,856.76 feet to the Point of Terminus.



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

All that portion of a strip of land 600 feet-wide lying within the East Half of the Southeast Quarter of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Southeast Quarter, thence south 777 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $89^{\circ}-53'-48''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,344 feet, more or less, to the West Line of said East Half and the Point of Terminus. Also, the West 50 Feet of the East Half of said Southeast Quarter lying south of said strip.

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

A strip of land 600 feet-wide being a part of the North Half of Section 3, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said North Half, thence north 1,926 feet along the West Line of said North Half to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $88^{\circ}-16'-38''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 491.14 feet; thence south  $73^{\circ}-52'-55''$  east 1,077.59 feet; thence south  $82^{\circ}-13'-08''$  east 1,171.84 feet; thence south  $69^{\circ}-03'-50''$  east 1,436.63 feet to the Point of Terminus.

**Wind Turbine Nos. C-3-3-1 & 2**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 3, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 732 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $89^{\circ}-52'-55''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 677.02 feet; thence south  $72^{\circ}-30'-01''$  east 1,451.25 feet to the Point of Terminus, except therefrom, any portion lying within the South Half of said Southwest Quarter.

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

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 3, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,312 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north

89°-04'-33" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,405.22 feet; thence north 00°-07'-10" east 706.49 feet to the Point of Terminus.

**Wind Turbine Nos. C-4-1-1 & 2**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 4, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Northwest Quarter, thence north 604 feet along the East Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-52'-25" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 950.59 feet; thence north 65°-43'-33" west 1,331.96 feet to the Point of Terminus, except therefrom any portion lying within the Northwest Quarter of said Northwest Quarter.

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

All that portion of a 600 feet-wide strip of land lying within the East Half of the Northwest Quarter of Section 5, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said East Half, thence east 62 feet along the North Line of said East Half to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-40'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,742.40 feet; thence south 89°-51'-37" east 1,087.54 feet to the Point of Terminus.

**Wind Turbine No. C-5-3-1**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 5, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 2,078 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-58'-45" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 710.19 feet; thence north 03°-22'-49" east 347.05 feet to the Point of Terminus.

**Wind Turbine Nos. C-5-3-2 & 3A**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 5, Township 23 North, Range 6 East of the Third Principal Meridian, McLean

County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-5-3-2)

Centerline No. 1: Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,000 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $00^{\circ}-08'-21''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,549.49 feet; thence north  $89^{\circ}-38'-42''$  west 693.97 feet to the Point of Terminus.

(C-5-3-3A)

Centerline No. 2: Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,000 feet along the South Line of said Southwest Quarter; thence north  $00^{\circ}-08'-21''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 483.92 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north  $89^{\circ}-51'-39''$  west 482.91 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

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

A strip of land 600 feet-wide being a part of the Northwest Quarter and part of the Southwest Quarter of Section 6, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-6-1-2 and C-6-3-2)

Centerline No. 1: Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,416 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south  $00^{\circ}-15'-47''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,745.83 feet; thence south  $89^{\circ}-32'-05''$  east 1,401.55 feet, more or less, to the East Line of said Southwest Quarter and the Point of Terminus.

(C-6-1-1)

Centerline No. 2: Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,416 feet along the North Line of said Northwest Quarter; thence south  $00^{\circ}-15'-47''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,392.56 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north  $89^{\circ}-50'-44''$  west 1,195.64 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. C-6-4-2**

A strip of land 600 feet-wide being a part of Section 6 Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at the Northeast Corner of the Southeast Quarter of said Section 6. From said Point of Beginning, thence north 89°-51'-15" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 666.40 feet; thence south 00°-08'-48" west 432.91 feet to the Point of Terminus.

Excepting therefrom any portion of the above described strips lying within the Northeast Quarter of said Section 6.

**Wind Turbine Nos. C-7-1-1 & 2 and C-7-2-1**

A strip of land 600 feet-wide being a part of the North Half of Section 7, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-7-1-1 & 2)

**Centerline No. 1:** Commencing at the Northeast Corner of the Northwest Quarter of said Section 7, thence west 12 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 01°-34'-56" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 904.00 feet; thence north 89°-50'-58" west 461.33 feet; thence north 66°-16'-04" west 1,335.71 feet to the Point of Terminus.

(C-7-2-1)

**Centerline No. 2:** Commencing at the Northeast Corner of the Northwest Quarter of said Section 7, thence west 12 feet along the North Line of said Northwest Quarter; thence south 01°-34'-56" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 904 feet; thence north 89°-50'-58" west 461.33 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 60°-40'-22" east 1,711.06 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. C-7-2-2**

A strip of land 600 feet-wide being in the Northeast Quarter of Section 7, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of the Southeast Quarter of said Northeast Quarter, thence south 599 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-08'-16" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by

Aero-metric Engineers, Inc., Sheboygan, WI.) 940.25 feet to the Point of Terminus.

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

A strip of land 600 feet-wide being a part of the South Half of Section 7, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-7-4-1 and C-7-3-1 & 2)

**Centerline No. 1:** Commencing at the Northeast Corner of the Southeast Quarter of said Section 7, thence south 1,901 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south  $89^{\circ}-41'-35''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,221.05 feet; thence north  $00^{\circ}-26'-00''$  east 445.62 feet; thence north  $73^{\circ}-33'-59''$  west 1,087.32 feet; thence north  $49^{\circ}-53'-22''$  west 1,395.48 feet to the Point of Terminus.

(C-7-4-2)

**Centerline No. 2:** Commencing at the Northeast Corner of the Southeast Quarter of said Section 7, thence south 1,901 feet along the East Line of said Southeast Quarter, thence south  $89^{\circ}-41'-35''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,170.86 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning; thence north  $01^{\circ}-28'-26''$  west 448.10 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Except therefrom, any portion of said strips lying within the Northwest Quarter of said Southeast Quarter.

**Wind Turbine No. C-8-2-1A**

All that portion of a 600 foot-wide strip of land lying within the South Half of the Northeast Quarter of Section 8, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of the South Half of said Northeast Quarter, thence south 13 feet along the East Line of the South Half of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $89^{\circ}-17'-42''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,630.45 feet; thence south  $06^{\circ}-20'-54''$  east 469.34 feet to the Point of Terminus.

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

A strip of land 600 feet-wide being in the Northeast Quarter of Section 8, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Northeast Quarter, thence north 393 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-31'-27" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,032.92 feet to the Point of Terminus.

**Wind Turbine No. C-8-3-1A**

All that portion of a strip of land 600 feet-wide lying within the Northeast Quarter of the Southwest Quarter of Section 8 and the Southeast Quarter of the Northwest Quarter of said Section 8 in Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 6, thence east 46 feet along the South Line of the Northeast Quarter of said Southwest Quarter to the Point of Beginning. From said Point of Beginning, thence north 00°-57'-21" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,330.95 feet; thence north 86°-57'-09" east 401.29 feet to the Point of Terminus.

**Wind Turbine No. C-8-3-2A**

A strip of land 600 feet-wide being in the Northeast Quarter of the Southwest Quarter of Section 8 and in the Northwest Quarter of the Southeast Quarter of said Section 8, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of the Northeast Quarter of said Southwest Quarter, thence west 158 feet along the South Line of the Northeast Quarter of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-04'-02" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 848.53 feet to the Point of Terminus.

**Wind Turbine No. C-9-2-1**

A strip of land 600 feet-wide being in the Northeast Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 1,846 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south

00°-06'-07" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 817.98 feet to the Point of Terminus.

**Wind Turbine No. C-9-3-1A**

A strip of land 600 feet-wide being in the Southwest Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 311 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-19'-09" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 655.71 feet to the Point of Terminus.

**Wind Turbine Nos. C-9-3-2A**

A strip of land 600 feet-wide lying in the Southwest Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the North Half of said Southwest Quarter, thence east 1,376 feet along the South Line of the North Half of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 01°-09'-13" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 738.74 feet to the Point of Terminus.

**Wind Turbine No. C-9-4-1**

A strip of land 600 feet-wide being in the Northeast Quarter and the Southeast Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at the Northeast Corner of said Southeast Quarter. From said Point of Beginning, thence west 839.79 feet along the North Line of said Southeast Quarter; thence south 00°-39'-30" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 605.15 feet to the Point of Terminus.

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

A strip of land 600 feet-wide being a part of the North Half of Section 10, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said North Half, thence north 1,969 feet along the West Line of said North Half to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-38'-06" east (bearings derived from Local Control Monumentation established in 1995 for McLean

County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 507.21 feet; thence south 74°-16'-09" east 1,001.99 feet; thence south 61°-00'-49" east 1,003.76 feet; thence south 79°-15'-32" east 1,401.93 feet to the Point of Terminus.

**Wind Turbine Nos. C-10-3-1 & 2**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 10, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-10-3-1)

Centerline No. 1: Commencing at the Northwest Corner of said Southwest Quarter, thence south 1,279 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 89°-44'-16" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,862.29 feet; thence north 00°-56'-29" west 753.47 feet to the Point of Terminus.

(C-10-3-2)

Centerline No. 2: Commencing at the Northwest Corner of said Southwest Quarter, thence south 1,279 feet along the West Line of said Southwest Quarter; thence north 89°-44'-15" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 716.33 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 00°-11'-30" west 839.15 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. C-11-1-1**

A strip of land 600 feet-wide being in the Northwest Quarter of Section 11, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,693 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-49'-51" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,198.97 feet to the Point of Terminus.

**Wind Turbine Nos. C-29-1-1 and C-29-2-1**

A strip of land 600 feet-wide being a part of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-29-1-1)



**Centerline No. 1:** Beginning at a point on the Centerline of a north-south road in the West Half of said Section 29 lying 126 feet north of the South Line of the Northwest Quarter of said Section 29. From said Point of Beginning, thence south  $89^{\circ}-48'-52''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,050.34 feet; thence north  $00^{\circ}-32'-56''$  east 1,184.75 feet to the Point of Terminus.

(C-29-2-1)

**Centerline No. 2:** Commencing at a point on the Centerline of a north-south road in the West Half of said Section 29 lying 126 feet north of the South Line of the Northwest Quarter of said Section 29, thence south  $89^{\circ}-48'-52''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,050.34 feet; thence north  $00^{\circ}-32'-56''$  east 21.12 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $89^{\circ}-27'-04''$  east 871.23 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. C-29-3-1**

A strip of land 600 feet-wide being in the Southwest Quarter of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at a point in the center of a north-south road running through said Southwest Quarter lying 1,268 feet north of the South Line of said Southwest Quarter. From said Point of Beginning, thence north  $89^{\circ}-32'-45''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 731.00 feet; thence north  $00^{\circ}-34'-02''$  west 611.71 feet to the Point of Terminus.

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

A strip of land 600 feet-wide being in the South Half of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the Southeast Quarter of said Section 29, thence east 243 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-21'-13''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 909.81 feet; thence north  $89^{\circ}-51'-45''$  west 543.74 feet to the Point of Terminus.

**Wind Turbine No. C-29-4-1 & 2**

A strip of land 600 feet-wide being in the Southeast Quarter of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described

Centerline: Commencing at the Southwest Corner of said Southeast Quarter, thence east 2,338 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-20'-35" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,485.94 feet; thence north 52°-58'-35" west 1,341.79 feet to the Point of Terminus.

**Wind Turbine Nos. C-30-1-1 and C-30-2-1 & 2**

A strip of land 600 feet-wide being a part of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-30-1-1 and C-30-2-2)

Centerline No. 1: Beginning at a point on the West Line of the East Half of the Northwest Quarter of said Section 30 lying 1,320 feet south of the Northwest Corner thereof. From said Point of Beginning, thence south 65°-07'-24" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 628.02 feet; thence south 56°-38'-47" east 913.61 feet; thence south 00°-54'-45" west 578.52 feet; thence north 88°-18'-52" east 1,276.87 feet to the Point of Terminus, except therefrom any portion lying within the West Half of the Northwest Quarter of said Section 7.

(C-30-2-1)

Centerline No. 2: Commencing at a point on the West Line of the East Half of the Northwest Quarter of said Section 30 lying 1,320 feet south of the Northwest Corner thereof, thence south 65°-07'-25" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 628.02 feet; thence south 56°-38'-47" east 913.61 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 85°-13'-09" east 493.64 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. C-30-3-2**

A strip of land 600 feet-wide being in the Southwest Quarter of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence west 2,311 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-19'-30" east (bearings derived from Local Control Monumentation

established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,109.40 feet to the Point of Terminus.

**Wind Turbine No. C-31-1-1**

All that portion of a strip of land 600 feet-wide lying in the Northwest Quarter of the Northwest Quarter of Section 31, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence south 1,321 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-57'-41" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 981.87 feet; thence north 00°-02'-19" west 434.04 feet to the Point of Terminus.

**Wind Turbine No. A-19-2-2 (area added May 2006)**

All that portion of a strip of land 600 feet-wide lying within the Southeast Quarter of the Northeast Quarter of Section 19, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 19, thence west 195 feet along the South Line of the Northeast Quarter of said Southeast Quarter; thence north  $04^{\circ}-08'-45''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 530.14 feet; thence north  $04^{\circ}-20'-47''$  east 783.75 feet; thence north  $01^{\circ}-30'-55''$  east 300.03 feet to the Point of Beginning. From said Point of Beginning, thence north  $00^{\circ}-14'-08''$  east 768.09 feet; thence north  $27^{\circ}-11'-51''$  west 413.26 feet to the Point of Terminus.

Wind Turbine No. D-24-4-3 (area added May 2006)

All that portion of a strip of land 600 feet-wide lying within the Southeast Quarter of Section 24, Township 23 North, Range 4 East of the Third Principal Meridian, in McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of said Southeast Quarter, thence west 1,338 feet along the North Line of said Southeast Quarter; thence south  $00^{\circ}-15'-34''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,339.90 feet; thence south  $89^{\circ}-52'-17''$  east 300.00 feet to the Point of Beginning. From said Point of Beginning, thence south  $89^{\circ}-52'-17''$  east 749.89 feet; thence south  $00^{\circ}-00'-00''$  east 380.21 feet to the Point of Terminus.

Members Sorensen/Dean moved the County Board approve a Request for Approval of an Ordinance Amending "An Ordinance Describing and Designating an Area located partially within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as an Enterprise Zone." Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report and Minutes from other meetings could be found on pages 171-189.

FINANCE COMMITTEE:

Member Sorensen, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD AUTHORIZING THE  
MCLEAN COUNTY NURSING HOME  
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY  
UNDER THE McLEAN COUNTY PERSONNEL ORDINANCE AND POLICY

WHEREAS, pursuant to the Fiscal Year 2006 Adopted Budget for the McLean County Nursing Home, the Nursing Home has been authorized to maintain an Assistant to the Nursing Home Administrator at Grade 8 of the General Salary Classification Schedule; and,

WHEREAS, the Nursing Home Administrator has advised the Finance Committee that the incumbent will retire effective June 30, 2006; and,

WHEREAS, the Nursing Home Administrator has advised the Finance Committee that a candidate with the required qualifications and prior experience at the McLean County Nursing Home has become available for the vacant position; and,

WHEREAS, the Finance Committee, at its regular meeting on June 6, 2006, approved the request of the Nursing Home Administrator to offer a salary above the starting maximum salary under the McLean County Personnel Ordinance and Policy; now, therefore,


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


- (1) That the Nursing Home Administrator is hereby authorized to offer a salary above the starting maximum salary under the McLean County Personnel Ordinance and Policy in order to hire an experienced and qualified person to fill the Assistant to the Nursing Home Administrator.
- (2) That the Nursing Home Administrator is directed to work with the County Administrator's Office in preparing the salary offer to be made above the starting maximum salary under the McLean County Personnel Ordinance and Policy.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the Nursing Home, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 20<sup>th</sup> day June, 2006.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Sorensen/Harding moved the County Board approve a Request for Approval of a Resolution Authorizing the Nursing Home Administrator to Offer a Salary above the Starting Maximum Salary under the McLean County Personnel Ordinance – Nursing Home. Member Hoselton asked the following: how much of an increase above the norm is this? Member Sorensen stated the following: I will give you a little background. This is regarding an employee that worked for the County for a good number of years, left the County, moved away with a spouse, and is now back and has critical experience associated with the accounting function of this type of a business. The Finance Committee went through a lot of this same conversation and when doing the math we determined she would actually be making more than this if she stayed with us. 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, 2006, 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 102, Government 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.

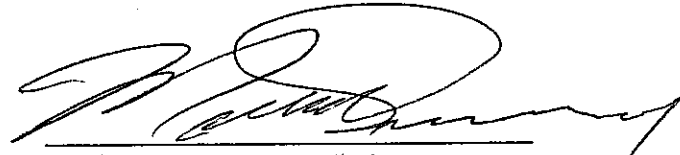
16.04 The County Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file names and addresses, requesting copies of any determination stating the particular rates and the particular class of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



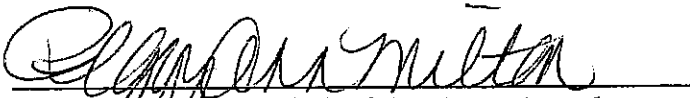
The County Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois. The County Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication 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 20<sup>th</sup> day of June, 2006.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

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# Mclean County Prevailing Wage for June 2006

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		23.830	24.580	1.5	1.5	2.0	5.700	5.230	0.000	0.600
ASBESTOS ABT-GEN		HWY		23.900	24.350	1.5	1.5	2.0	5.700	5.270	0.000	0.600
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		28.970	31.970	2.0	2.0	2.0	8.020	6.600	0.000	0.210
BRICK MASON		BLD		25.790	27.290	1.5	1.5	2.0	5.150	6.150	0.000	0.360
CARPENTER		BLD		25.620	27.370	1.5	1.5	2.0	6.500	5.750	0.000	0.300
CARPENTER		HWY		26.630	28.380	1.5	1.5	2.0	6.500	5.750	0.000	0.250
CEMENT MASON		ALL		23.410	24.160	1.5	1.5	2.0	4.850	8.350	0.000	0.300
CERAMIC TILE FNSHER		BLD		24.090	0.000	1.5	1.5	2.0	5.000	6.100	0.000	0.350
ELECTRIC PWR EQMT OP		ALL		28.840	34.100	1.5	1.5	2.0	4.500	7.790	0.000	0.000
ELECTRIC PWR GRNDMAN		ALL		19.790	34.100	1.5	1.5	2.0	4.500	5.340	0.000	0.000
ELECTRIC PWR LINEMAN		ALL		32.040	34.100	1.5	1.5	2.0	4.500	8.650	0.000	0.000
ELECTRIC PWR TRK DRV		ALL		20.760	34.100	1.5	1.5	2.0	4.500	5.600	0.000	0.000
ELECTRICIAN		BLD		30.750	33.830	1.5	1.5	2.0	5.150	5.920	0.000	0.460
ELECTRONIC SYS TECH		BLD		24.290	25.790	1.5	1.5	2.0	5.150	3.730	0.000	0.250
ELEVATOR CONSTRUCTOR		BLD		32.885	37.000	2.0	2.0	2.0	7.775	5.090	1.970	0.000
FENCE ERECTOR	E	ALL		25.420	27.170	1.5	1.5	2.0	6.240	6.000	0.000	0.500
GLAZIER		BLD		26.320	27.070	1.5	1.5	2.0	5.650	5.750	0.000	0.350
HT/FROST INSULATOR		BLD		33.200	34.550	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER	E	ALL		25.420	27.170	1.5	1.5	2.0	6.240	6.000	0.000	0.500
IRON WORKER	W	BLD		24.080	25.830	1.5	1.5	2.0	7.690	6.910	0.000	0.300
IRON WORKER	W	HWY		25.920	27.420	1.5	1.5	2.0	8.040	7.410	0.000	0.350
LABORER		BLD		22.830	23.580	1.5	1.5	2.0	5.700	5.230	0.000	0.600
LABORER		HWY		22.900	23.350	1.5	1.5	2.0	5.700	5.270	0.000	0.600
LABORER, SKILLED		BLD		22.830	23.580	1.5	1.5	2.0	5.700	5.230	0.000	0.600
LABORER, SKILLED		HWY		23.200	23.650	1.5	1.5	2.0	5.700	5.270	0.000	0.600
LATHER		BLD		25.620	27.370	1.5	1.5	2.0	6.500	5.750	0.000	0.300
MACHINERY MOVER	W	HWY		25.920	27.420	1.5	1.5	2.0	8.040	7.410	0.000	0.350
MACHINIST		BLD		35.630	37.630	2.0	2.0	2.0	3.880	4.750	2.460	0.000
MARBLE FINISHERS		BLD		24.090	0.000	1.5	1.5	2.0	5.000	6.100	0.000	0.350
MARBLE MASON		BLD		25.630	26.880	1.5	1.5	2.0	5.000	6.100	0.000	0.350
MILLWRIGHT		BLD		25.950	27.700	1.5	1.5	2.0	6.500	5.850	0.000	0.300
MILLWRIGHT		HWY		26.430	28.180	1.5	1.5	2.0	6.250	5.200	0.000	0.250
OPERATING ENGINEER		BLD	1	27.310	29.060	1.5	1.5	2.0	4.650	7.750	0.000	0.800
OPERATING ENGINEER		BLD	2	25.490	29.060	1.5	1.5	2.0	4.650	7.750	0.000	0.800
OPERATING ENGINEER		BLD	3	24.170	29.060	1.5	1.5	2.0	4.650	7.750	0.000	0.800
OPERATING ENGINEER		HWY	1	28.050	31.050	1.5	1.5	2.0	5.400	8.000	0.000	0.900
OPERATING ENGINEER		HWY	2	25.830	31.050	1.5	1.5	2.0	5.400	8.000	0.000	0.900
OPERATING ENGINEER		HWY	3	22.150	31.050	1.5	1.5	2.0	5.400	8.000	0.000	0.900
PAINTER		ALL		26.850	27.850	1.5	1.5	1.5	5.650	5.750	0.000	0.350
PAINTER SIGNS		BLD		27.640	31.030	1.5	1.5	1.5	2.600	2.210	0.000	0.000
PILEDRIVER		BLD		26.120	27.870	1.5	1.5	2.0	6.500	5.750	0.000	0.300
PILEDRIVER		HWY		27.130	28.880	1.5	1.5	2.0	6.500	5.750	0.000	0.250
PIPEFITTER		BLD		34.100	36.830	1.5	1.5	2.0	6.100	6.400	0.000	1.500
PLASTERER		BLD		25.320	27.090	1.5	1.5	2.0	4.200	8.700	0.000	0.400
PLUMBER		BLD		34.100	36.830	1.5	1.5	2.0	6.100	6.400	0.000	1.500
ROOFER		BLD		24.200	25.200	1.5	1.5	2.0	5.350	6.550	0.000	0.150
SHEETMETAL WORKER		BLD		27.740	29.130	1.5	1.5	2.0	5.670	9.310	0.000	0.310
SIGN HANGER	W	HWY		25.920	27.420	1.5	1.5	2.0	8.040	7.410	0.000	0.350
SPRINKLER FITTER		BLD		31.240	33.240	1.5	1.5	2.0	6.500	5.350	0.000	0.250
STEEL ERECTOR	W	HWY		25.920	27.420	1.5	1.5	2.0	8.040	7.410	0.000	0.350
TERRAZZO FINISHER		BLD		24.090	0.000	1.5	1.5	2.0	5.000	6.100	0.000	0.350
TERRAZZO MASON		BLD		25.630	26.880	1.5	1.5	2.0	5.000	6.100	0.000	0.350
TILE MASON		BLD		25.630	26.880	1.5	1.5	2.0	5.000	6.100	0.000	0.350

TRUCK DRIVER	O&C 1	19.804	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	O&C 2	20.124	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	O&C 3	20.284	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	O&C 4	20.484	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	O&C 5	21.084	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	N ALL 1	32.040	32.590	1.5	1.5	2.0	5.830	3.680	0.000	0.000
TRUCK DRIVER	N ALL 2	32.190	32.590	1.5	1.5	2.0	5.830	3.680	0.000	0.000
TRUCK DRIVER	N ALL 3	32.390	32.590	1.5	1.5	2.0	5.830	3.680	0.000	0.000
TRUCK DRIVER	N ALL 4	32.590	32.590	1.5	1.5	2.0	5.830	3.680	0.000	0.000
TRUCK DRIVER	S ALL 1	24.755	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	S ALL 2	25.155	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	S ALL 3	25.355	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	S ALL 4	25.605	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	S ALL 5	26.355	0.000	1.5	1.5	2.0	7.000	3.100	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/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous 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 Macadam; 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 an Ordinance for Prevailing Rate of Public Works Wages for McLean County - County Administrator. Clerk Milton shows 11 Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

An Ordinance of the McLean County Board  
Amending the 2006 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 2006 appropriation in Fund 0107 AIDS/Communicable Disease Prevention, 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 0407-0072 Bioterrorism Grant related to Pandemic Influenza Supplemental Funding - in Fund 0107, Department 0061, Program 0062, by \$32,142 from \$165,000 to \$197,142.
2. That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Prevention as follows:

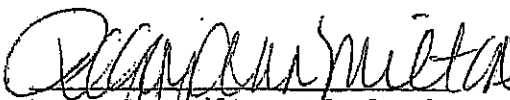
LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0503-0001	Full Time Employees	\$ 58,866	\$ 12,827	\$ 71,693
0515-0001	Part-Time Employees	\$ 49,572	\$ 5,562	\$ 55,134
0599-0001	Co. IMRF	\$ 8,609	\$ 1,578	\$ 10,187
0599-0003	SS Contribution	\$ 8,349	\$ 1,407	\$ 9,756
0621-0001	Non-Major Equipment	\$ 7,562	\$ 200	\$ 7,762
0622-0001	Medical Supplies	\$ 6,270	\$ 1,000	\$ 7,270
0629-0001	Printed Forms	\$ 1,000	\$ 2,000	\$ 3,000
0630-0001	Postage	\$ 3,162	\$ 300	\$ 3,462
0706-0001	Contract Services	\$ 7,000	\$ 3,000	\$ 10,000
0706-0004	Contract Services/RUM	\$ 5,000	\$ 1,035	\$ 6,035
0778-0001	DP User Fee (Web)	\$ 5,500	\$ 1,000	\$ 6,500
0793-0001	Travel	\$ 2,000	\$ 1,000	\$ 3,000
0795-0003	Teleccm	\$ 1,000	\$ 100	\$ 1,100
0839-0001	Radio/Commun Equip	\$ 15,828	\$ 1,133	\$ 16,961
TOTALS:		\$179,718	\$ 32,142	\$211,860


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 20<sup>th</sup> day of June, 2006.

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



McLean County

Health Department

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

## Memorandum

To: Honorable Members of the McLean County Board Finance Committee

From: Robert J. Keller, Director

Date: May 30, 2006

Re: Budget Amendment to Grant Fund 0107 – Pandemic Influenza Supplemental Funding

The Illinois Department of Public Health received authorization from the Centers for Disease Control (CDC) to award supplemental federal funding to local health departments for pandemic influenza planning. The grant of \$32,142 for McLean County begins retroactively on April 1, 2006 and runs through August 30, 2006. The award is based upon a per capita cost distribution.

The deliverables include:

- o Completion of an internal capacity assessment;
- o Development and completion of a pandemic influenza response plan for McLean County
- o Participation in a regional pandemic influenza exercise to be held during late July or early August.

The department will use the majority of funds to cover compensation and fringe benefits for time devoted to the project by the director, emergency response coordinator, public health communications specialist, and a number of other department staff. Time will be charged to the program and grant fund as directly documented and recorded through the department's Daily Activity Reporting (DAR) system. In addition, funds will be used to cover the cost of a small outsource contract to develop a portion of the response plan, some adaptations to risk communication information on the department's website, printed materials, personal protective equipment, and sundry costs. Since this is a one-time award for a defined period of time, no FTE amendment is created.

*Partners in Prevention*

[mcleancountyil.gov/Health](http://mcleancountyil.gov/Health)

Members Sorensen/Owens moved the County Board approve a Request for Approval of a Fiscal Year 2006 Budget Amendment Amending the 2006 Combined Annual 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:

## SERVICE AGREEMENT

THIS AGREEMENT for information technology products and services (hereafter the "Agreement") is entered into by and between McLean County, IL, a governmental entity (hereafter referred to as the "Client"), and ACS STATE & LOCAL SOLUTIONS, INC., a New York corporation, with its principal place of business located at 1800 M Street, N.W., Washington, D.C. 20036 (hereafter "ACS" or "Contractor"), referred to individually as Party and collectively as Parties.

WHEREAS, the Client has reviewed and evaluated the proposals submitted and has identified ACS as the proposed award recipient; and

WHEREAS, the Client and ACS now wish to enter into a contract to deliver the proposed information technology products and services in accordance with the terms of the RFP and the ACS Proposal dated May 24, 2006.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein the Parties hereto agree as follows:

### 1.0 Products and Services

1.1 **Work Requirements:** In consideration for the payments described in Section 2.0 hereof, unless sooner terminated, Contractor will provide Client with the products and services described in the statement of work and schedule annexed hereto as Exhibit "A".

### 2.0 Compensation and Payment Provisions

The Client shall make payments to Contractor for the products and services in the amount and at such times as are set forth in the payment schedule attached hereto as Exhibit "B". Client shall pay invoices within thirty (30) days of their issuance. After such thirty (30) day period, late charges of 1 ½% per month of the amount of such invoice remaining unpaid shall also become payable to Contractor. Failure of the Client to make any payment within forty (45) days of receipt of invoice shall be deemed to be a material breach of this Agreement and shall be sufficient cause for termination of the Agreement.

### 3.0 Indemnification

#### 3.1 Indemnification by Contractor

Contractor will indemnify, defend and hold harmless the Client, its officers, directors, employees, agents, successors and assigns, from and against all direct losses arising from, in connection with or relating to, third party allegations of any of the following:

- (a) Contractor's failure to perform any obligations required to be performed by it under any subcontracts or other third-party agreements which Contractor has entered into for purposes of delivering the Services;
- (b) Contractor's breach of its obligations with respect to the Client's Confidential Information;
- (c) Any willful or fraudulent misconduct of Contractor, its employees, subcontractors or agents.

### **3.2 Indemnification by Client**

The Client will indemnify, defend and hold harmless Contractor, its affiliates and their respective officers, directors, employees, agents, successors and assigns, from and against all direct losses arising from, in connection with or relating to, third party allegations of any of the following:

- (a) The Client's failure to perform any obligations required to be performed by it under any of the Client's third party contracts;
- (b) The Client's breach of its obligations with respect to Contractor's Confidential Information; and
- (c) Any willful or fraudulent misconduct of the Client, its employees, contractors or agents.

### **3.3 Mutual Indemnification for Injury to Persons or Property**

Each Party will indemnify, defend and hold harmless the other Party, and its respective officers, directors, employees, agents, successors and assigns, from and against all direct losses from the bodily injury or death of any person, or from the damage to, or destruction of any real or tangible personal property, to the extent that such loss is caused by the negligent conduct or omission of the indemnitor, its officers, agents, employees or contractors. The Parties agree that neither shall be liable to the other under this indemnification for any action or failure to act which constitutes negligence or willful misconduct on the part of the Party seeking indemnification.

## **4.0 Limitation of Liability**

### **4.1 Limitation on Types and Amounts of Damages**

EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO CONTRACTOR HEREUNDER, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES,

WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TWENTY FIVE PERCENT (25%) OF THE FULL PRICE OF THE ORDERED SERVICES UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF SUCH A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST EITHER PARTY ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE AGGRIEVED PARTY SHALL HAVE LEARNED OF THE INJURY OR LOSS.

#### **4.2 Basis of the Bargain**

THE CLIENT ACKNOWLEDGES THAT CONTRACTOR HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

#### **5.0 Insurance**

Throughout the term of this Agreement, Contractor shall maintain insurance written with an insurance company authorized to conduct business in the State of Illinois, and Contractor shall provide standard insurance certificates to evidence such coverage to the Client no later than ten (10) days following the Effective Date of this Agreement. Evidence of insurance will be issued on a standard ACORD form certificate of insurance.

#### **6.0 Force Majeure**

Neither Party shall be responsible for delays or failures in performance as a result of an Act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such Party.

#### **7.0 Ownership of Data and Software**

Client will retain all title, rights, and ownership of all data, including associated indexes, film, and other data created and/or acquired by use of the System. Client may duplicate the data entered into the System on magnetic media. Client will retain ownership of all data created by the use of the System as stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used). ACS retains all rights to its software, and Client may only use such software pursuant to this Agreement. ACS

does not have any obligation to convert or transfer any data to any other format, to allow use of its software other than as set forth in the Statement of Work (Exhibit "A").

## **8.0 Confidential Information**

The Parties acknowledge that in the course of performing their responsibilities under this Agreement, they may be exposed to or acquire information which is proprietary and confidential to the other Party or its affiliated companies or their agents. Any and all information of one Party in any form obtained by the other Party or its employees, agents or representatives in the course of performing this Agreement shall be deemed to be proprietary and confidential information of such Party. The Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third-parties or to use such information for any purposes whatsoever, without the express written permission of the other Party, other than for the provision of services hereunder, and to advise each of their employees, agents and representatives of their obligations to keep such information confidential. All such confidential and proprietary information described herein and any deliverable provided hereunder, in whatever form, are hereafter collectively referred to as "Confidential Information." The Parties shall use their reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, the Parties shall use reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and will reasonably cooperate in seeking injunctive relief against any such person.

Notwithstanding the obligations set forth in the previous paragraph, the confidentiality obligations of the Parties shall not extend to information that:

- (a) is, at the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party;
- (b) was known to the receiving Party as of the time of its disclosure;
- (c) is independently developed by the receiving Party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party; or
- (e) is required to be disclosed pursuant to court order or other governmental authority, whereupon the receiving Party shall provide notice to the disclosing Party so as to allow the disclosing Party to take appropriate steps to protect its interests.

## **9.0 Termination**

- 9.1 Default by ACS:** If ACS defaults in the performance of any of its obligations under this Agreement for a period of forty-five (45) days after the sending of notice to the address on this Agreement that it is in default, Client may, at its option, terminate the Agreement by delivering written notice to ACS at the address in this document, and paying ACS all sums due under this Agreement to the initial date of the default. Upon termination or cancellation of this Agreement, all equipment, software, and other ACS-owned material will promptly be returned to ACS.
- 9.2 Default by Client:** If Client defaults in the performance of any of its obligations under this Agreement for a period of forty-five (45) days after receiving notice of default from ACS, ACS may, at its option, terminate the Agreement at the end of that period. ACS may terminate this Agreement by delivering written notice of termination to Client. Upon termination of this Agreement, all equipment, software, and other ACS-owned material will promptly be returned to ACS.

## **10.0 Miscellaneous**

- 10.1 Governing Law and Venue:** All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of Illinois. The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within the State of Illinois and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.
- 10.2 Equitable Remedies:** The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, (ii) intellectual property rights or (iii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.
- 10.3 Integration:** This Agreement, (the request for proposal as modified by the addendum to the request for proposal, the proposal presented to the McLean County Recorder by ACS State and Local Solutions, Inc.) and the attached exhibits constitute the entire agreement between the Parties with respect to the subject matter described herein. No agreements, representations, or warranties other than those specifically included in this Agreement and the attached exhibits shall be binding on either of the Parties. In case of a conflict between the terms of this Agreement and any attached exhibit, the terms of this Agreement shall prevail.



**10.4 Notices:** Any notices or reports required by this Agreement to be given by one Party to the other Party shall be made in writing. The writing shall be delivered personally or mailed by United States Mail, postage prepaid, certified mail, return receipt requested. Notices shall be addressed to that Party at the address shown below or at such other address as that Party may designate in writing. Notice is deemed to have been given immediately if delivered in person, or on the third day following mailing.

Notice to Contractor: ACS State & Local Solutions, Inc.  
Attn.: GRM Contracts  
1800 M Street, NW  
Washington, DC 20036

Notice to Client: McLean County Recorder  
115 East Washington Street,  
Room M-104  
Bloomington, IL 61701

**10.5 Attorney's Fees:** If any legal action is necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees in addition to any other relief to which that Party may be entitled.

**10.6 Assignment:** This Agreement shall be binding on the Parties hereto and their respective successors and assigns. Except for the Contractor's right to assign the performance of this Agreement to an ACS Corporate Affiliate, neither Party may, or shall have the power to, assign this Agreement without the prior written consent of the other. Such consent shall not be unreasonably withheld.

**10.7 Modification:** This Agreement can be modified by written documentation signed by both Parties.

**10.8 Waiver:** A waiver of any part of this Agreement shall not be a waiver of the entire Agreement.

**10.9 ACS Responsibility for Taxes:** For so long as the Client is exempt from property, sales and use taxes, such taxes shall not be included in invoices submitted to the Client pursuant to this Agreement. The Contractor may be considered a limited agent of the Client for the sole purpose of it too being able to purchase such goods or services tax-free. Should the Contractor be required to pay taxes by determination of a proper taxing authority having jurisdiction over this matter, the Contractor will be reimbursed by the Client for such payment on a direct-cost basis.

**10.10 Delivery:** Contractor shall arrange for delivery of all hardware to the appropriate Client installation site(s) in accordance with the Statement of Work (Exhibit "A"). Shipment of the hardware shall be F.O.B. the Client's receiving

point at the installation site(s). Contractor shall pay all reasonable transportation and insurance charges for the hardware up to the Client's receiving point at the installation site(s).

**10.11 Risk of Loss & Title:** Contractor shall bear the risk of loss or damage to the hardware while in transit to the Client's premises and the installation site(s). The Client shall bear all risk of loss or damage to the hardware after delivery to the installation site(s), unless such loss or damage is due to the negligence or willful acts of Contractor, its employees, agents, representatives or subcontractors. Contractor shall transfer title to the hardware to the Client upon the Client's full payment for said hardware in accordance with Exhibit B.

**10.12 Independent Contractor Status:** Contractor is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of the services for Client under this Agreement. At no time during the performance of this Agreement, or within one year from any termination or the contract expiration, shall the Client solicit and hire any of Contractor's or Agents' employees. Nothing herein shall operate to preclude a party from advertising employment opportunities to the general public and entertain candidates there from.

**10.13 Attachments:** Attached to and made part of the Agreement are the following:

EXHIBIT "A" Statement of Work

EXHIBIT "B" Compensation and Payment Provisions

**10.14 Further Documentation:** The Parties agree to promptly execute such other and further documents and agreements as may be reasonably necessary or advisable to effectuate the terms of this Agreement.

**10.15 Survival:** The terms of Sections 6 (Limitation of Liability), 9 (Ownership of Data and Software), and 10 (Confidential Information) hereof shall survive the expiration or termination of this Agreement for a period of seven (7) years.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ACS STATE & LOCAL SOLUTIONS, INC.      McLEAN COUNTY, ILLINOS

By: \_\_\_\_\_  
John Lockwood, Vice President Sales

Date: \_\_\_\_\_

By:

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

\_\_\_\_\_  
H. Lee Newcom, McLean County Recorder

Attest:

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

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**STATEMENT OF WORK**

**1.0 Services**

- A. McLean County Recorder's office will direct the Illinois State Archives to ship 60 rolls of film to ACS on a weekly basis for the duration of the project. ACS will inventory each roll of film when it arrives and add it to the "work available" queue.
- B. As the digitizing operator completes a roll of film, he or she will select the next roll from the queue and record the roll as "work in process". The operator will set up and digitize the roll on the Wicks & Wilson digitizer. When completed, the operator will record the roll as "digitized" and go to the next roll.
- C. As image verifiers complete the images from a roll of film, they will select the images from the next available digitized roll. The verify operator views each image to insure it is properly digitized, in portrait format, in a right-side-up position, and correctly named. Any image that is seriously defective is flagged for re-digitizing and an entry is added to the Quality Control Report. This includes images that run together, are cut off, are very light or excessively dark, missing, or otherwise cannot be read. Images from re-takes are inserted in the proper location, replacing previous filmed images, if present, and entries added to the Quality Control Report to indicate how the retakes were processed.
- D. Standard image processing routines to de-skew, crop off excessive black borders and adjust the contrast are applied to images as needed to provide high-quality output. Photostats will be converted to black on white. If a group of images are poor quality on film and are not available in the county for scanning, ACS will use proprietary routines to adjust the threshold on the pages or part of pages to produce the best quality image possible. Once the image verifier has completed the images for a roll of film, they record the images from the roll as "verified" and select the next group of images for verification.
- E. The retake operator selects a roll of film that includes images flagged during the verify process and records the roll as a "retake". The retake operator, using a Canon microfilm digitizer, finds the image(s) that were flagged as defective on the film. The operator re-digitizes the images using the features of the system to provide as good a digitized copy as possible. Once all flagged images are re-digitized, the operator records the roll as "re-digitized" and proceeds to the next roll with flagged images.
- F. The re-verify operator selects the next group of images from a digitized, verified, and re-digitized roll and reviews the images that were replaced in the retake process to insure that the final product is the best quality possible. The re-verify operator then confirms that the retake operator has placed the image in the correct location relative to the other images, and that the image is named correctly. If any discrepancies are found, the re-verify operator will send the group of images back to a retake operator for further work. If the original film quality is an issue, the detail describing the issue will be added to the record for the roll and included in the Quality Control Report for McLean County.

G. For digitized film where the images have passed all the reviews, a quality control sample will be taken to insure that the process is working correctly. Remedial action will be undertaken if the quality control sample shows any shortcoming in the digitizing process. As soon as a roll is complete and has passed all the stages including quality control, the roll of film will be released for return to McLean County, and ACS staff will generate the DVD copies of the images as specified in the RFP. ACS will use the digitized image to produce the three different versions, TIF, JPG-60 and JPG-80 via software conversion routines. When 60 rolls are complete, they will be shipped back to the County or Illinois State Archives with Diazo copies and available DVDs shipped to the County. Based upon the estimate of 460 rolls and 900,000 images this project will take approximately three months to complete.

H. Pursuant to the proposal by ACS State and Local Solutions, Inc., ACS provided a sample of the work to be completed under this agreement. Said sample is hereby made part of the basis of the bargain and creates an express warranty that all of the images delivered to McLean County shall conform to the sample. McLean County may reject all or part of a delivery where any image fails to comply with the sample provided by ACS.

## **2.0 Confirmation to Meet the RFP Requirements**

ACS confirms its agreement to meet or exceed the minimum requirements of this Request for Proposal.

## **3.0 Receipt and Return of Film**

ACS would like the rolls of microfilm to be shipped in the order to be processed, 60 rolls each week using a reputable carrier that has package tracking and signature receipt. ACS will use the same carrier, in the same manner to return the film when it has completed the processing.

## **4.0 Security Overview**

All of ACS' facilities are access controlled. Rolls of film are inventoried upon receipt and placed in the job tracking system. The job tracking system that ACS uses to distribute work tracks each roll of film throughout the digitizing and correction process, allowing ACS to locate any work component immediately. Film and other high-security items are located in a secure vault area with limited access. Rolls are only distributed as needed and are returned to the vault before additional rolls are issued. Return shipments are prepared in the vault area and a receipt is signed for each shipment when it is picked up by the carrier.

**EXHIBIT "B"**

**COMPENSATION AND PAYMENT PROVISIONS**

Price Per TIFF Image	\$0.05
Price Per JPEG Image	Included
Price Per Diazo copy of original roll	\$24.00
Price for additional services, costs or charges (please specify)	Included
Cost for any shipping, packaging or handling (Please specify)	Included

With the exception of the price per Diazo copy of the original roll, all other costs are included in the \$0.05 per TIFF charge.



H. Lee Newcom  
McLean County Recorder  
115 E. Washington Street, Room M-1-04  
Post Office Box 2400  
Bloomington, IL 61702-2400  
(309) 888-5170  
(309) 888-5927

June 20, 2006

To: Members of the Finance Committee, McLean County Board

From: Lee Newcom, County Recorder

Re: Microfilm Back-file Conversion Project

Last year the McLean County Board budgeted funds to begin the process of converting our records from paper and film to digital imaging and indexing. Over time this conversion will eliminate the need to restore and re-inventory the physical film images, now largely used for searches in the office. When complete next year, all recorder's records to 1831 will be accessible on computer monitor, eliminating the need to use book or film records in the office.

Our current computerized document indexing system begins in 1970 but does not include document images until 1993. The attached proposals cover the first part of the digital image conversion process by converting film images to digital images from 1971 to 1993 and inserting them into the index. Included are two proposals to cover the microfilm conversion and then merge into the software index.

Proposal 1 is from ACS, State and Local Solutions, Inc. for the image conversion. We request an appropriation of \$68,640 from Fund 137, line 0706-0001, Contractual Services, which is based on a high estimate of 1.2 million images to be converted. The project is bid on a per-image basis so the ultimate expenditure could be less. This is the low bidder from 9 total firms that participated by submitting proposals. This vendor passed our in-office tests for image quality from submitted test images and was recommended by references I checked. Information Services also reviewed the test DVDs sent to us by the vendor and prefers this vendor to others based on the file sizes generated.

Proposal 2 is from Cott Systems for the merging of the images into their system and auditing of images for accuracy of indexing to image. We request an appropriation from the same fund line for the amount of \$13,196 for these services. This portion of the project is not competitively bid due to the necessity of Cott doing the import into their software.

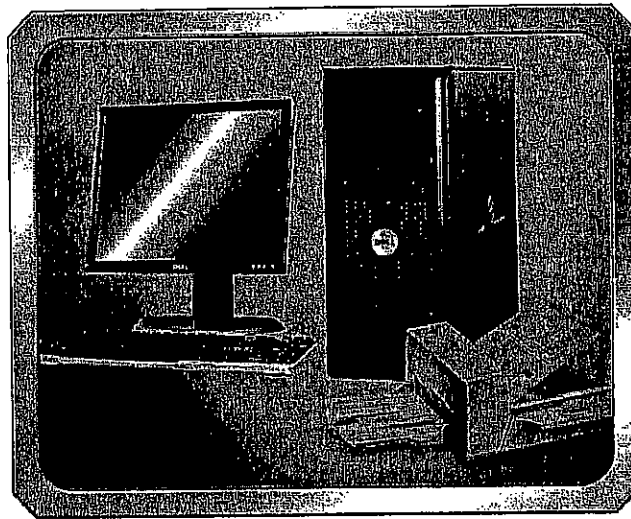
Finally, we request a transfer of funding of \$82,436 from Fund 137 line 0773-0001, Non-Contract Services, to line 0706, Contract Services. These funds were budgeted by the County Board for this year for this specific purpose. As the project is now in the form of a signed contract we need to transfer the appropriate funds to the correct line.



May 24, 2006

McLean County Illinois Recorder

# Microfilm Back-File Conversion Project



ACS, State and Local Solutions, Inc.  
Government Records Management  
7030 Fly Road  
East Syracuse, NY 13057  
800-782-5652

Michael Hawk  
Account Representative  
1-800-800-0323





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ACS State and Local Solutions, Inc.  
Government Records Management  
7030 Fly Road  
East Syracuse, NY 13057

Phone: (800) 800-0323  
Fax: (888) 437-2314  
E-mail: michael.hawk@acs-inc.com

May 24, 2006

H. Lee Newcom  
McLean County Recorder  
115 East Washington Street, Room M-104  
Bloomington, IL 61701

Dear Mr. Newcom,

Affiliated Computer Services, Inc. is pleased to offer our response to McLean County's RFP for Microfilm Conversion.

ACS has been providing these identical services for over 15 years to hundreds of government and commercial clients, worldwide. We perform data capture and imaging services for over eight million documents per day. We have over 50 domestic locations where we perform imaging services including digital image conversion, film and fiche creation and conversion, 30 of which are ACS centers. Our Government Records Management Group has over 450 counties in the United States using one of our systems with Cook County, Illinois being one of our largest, and counties as small as Greene County, Pennsylvania also receiving our "single source of accountability" service level. In Texas, more than 70 different counties entrust all of their land record indexing and digitized imaging and film services to ACS. ACS has over 5,000 scanners in operation and is Kodak's largest customer in the state and county government marketplace.

Our quality, service, previous experience, and ability to deliver at a reasonable price, are some of the compelling reasons why we believe you will find ACS the most highly qualified company to entrust with the exacting task of imaging McLean County's irreplaceable documents. In addition ACS has a successful track record installing, supporting, and maintaining hardware, software applications, and Internet services for the Recorders and Registers of Deeds throughout the United States.

ACS agrees to deliver goods and services in total compliance with all specifications and requirements listed in this RFP.

Respectfully submitted,

Michael Hawk  
ACS Government Records Management  
Account Representative



# 1 Qualifications of the Vendor

## 1.1 Company Overview

ACS State and Local Solutions, Inc. is a single-source provider of land records management, imaging, and workflow solutions for state and local governments throughout the United States. Unlike our competitors, we emphasize services over software, and while we believe that our products are superior to those of other firms, we consider our full-service approach to sales, implementation, and support to be our most compelling differentiator.

### *Your Business Is Our Business*

As a leader in business process outsourcing (BPO) and information technology (IT), our goal is to provide services that alleviate the overhead associated with maintaining equipment, computer systems, and personnel. By selecting ACS as your provider of document imaging and management services, you forego the headaches that come with a do-it-yourself approach and guarantee an unsurpassed level of quality and service. We understand the challenges you face because we've been there. Many of our employees have hands-on experience working for state and local government, while others have spent their entire careers supplying cities, counties, parishes, and states with cutting-edge land records imaging and management solutions.

We also understand the budgetary constraints with which most local governments must contend. That's why every project we undertake has a predetermined cost so you never experience the unwelcome surprise of hidden costs. And if your solution requires hardware and software, ACS will purchase and support these systems on your behalf so you never have to worry about paying for maintenance or upgrades. In the event you require technical or administrative assistance, our highly-trained Customer Service Desk is only a phone call away. A toll-free number connects you to one of our support engineers, where you get the help you need, when you need it – which in most cases is right now.

By choosing a single-source vendor such as ACS, you can also count on superior service and greater accountability. You'll never experience the finger-pointing common among projects implemented by multiple vendors. From sales to implementation, customer service to disaster recovery, the only personnel you will ever deal with are the employees of ACS.

### *Winning Value*

Each year, the ACS Film to Image laboratory converts millions of microfilm pages to digitized images for state, county, and city government customers. Handled by highly skilled and experienced ACS image conversion technicians, these conversions enable more images to be made accessible online on customers' ACS land records systems and/or on the Internet.

Highlights and benefits of ACS Film to Image are:

- ⊙ More images are made available for viewing on your land records systems and Internet search
- ⊙ Saves time – ACS will scan your historical documents for you
- ⊙ Faster results in all document searches



- ⊙ Kodak-Designated Labs - ACS is a subscriber to the KODAK Quality Control Program. KODAK continually monitors our microfilm processing procedures and annually designates ACS microfilm laboratories as compliant with KODAK standards. The required tests are performed and tabulated on a daily basis and submitted monthly to the control laboratories at KODAK.
- ⊙ ACS is designated as a preferred vendor for government in the Kodak Document/Data Conversion Center Program.

The film-to-image conversion of millions of documents is commonly undertaken by ACS. We have converted single customer orders for as small as a few thousand pages, to as large as ninety million pages. Our highly experienced indexing technicians ensure that converted images are properly tagged and that all pages for each document are linked under the proper starting liber/book and page.

### *Unique ACS Advantages*

- ⊙ Full Service Orientation - We sell services
- ⊙ No Capital Expense - No need to budget for software purchases
- ⊙ Predetermined Cost - No hidden extra cost
- ⊙ ACS Support Services - We do more for you
- ⊙ Professional Staff - We are experts
- ⊙ Single Source Accountability

### *About ACS, Our Parent Company*

Affiliated Computer Services, a publicly held company based in Dallas, Texas, was incorporated on June 17, 1987 in Delaware. We are one of the world's largest and fastest growing information technology outsourcing companies, with over 40,000 employees. Our stock is traded on the New York Stock Exchange under the symbol ACS. You can visit us on our website at <http://www.acs-inc.com/>.

Our customers include some of the world's most well respected, Fortune 500 companies. We have had relationships with many of our customers for years and one thing we take great pride in is that our customer retention rate for ACS Government Records Management Division is 98 percent. ACS offers a broad range of technology and business solutions. ACS annual revenues approach four billion dollars. ACS customers include the Office of the President, the U.S. Senate, and the U.S. House of Representatives, and several Governors' Offices where we provide Internet Quorum (IQ) Systems to manage responses to citizen issues and correspondence.



## 1.2 References

### *Customers*

ACS is proud to offer the following counties as references for conversion projects that we have executed in the last 12 months.

Firm Name: DuPage County Illinois Recorder of Deeds  
Address: 421 N. County Farm Rd, Wheaton, IL 60187  
Phone No.: (630) 407-5400  
Contact Person: Fred Bucholz, Recorder of Deeds  
Date of Contract: June 2004 thru current  
Overview: Conversion of film and Photostat records dated from 1975 back to and including 1839.

Firm Name: Lake County Illinois Recorder of Deeds  
Address: 18 N. County Street, Waukegan, IL 60085  
Phone No.: (847) 377-2000  
Contact Person: Mary Ellen Vanderverter, Recorder of Deeds  
Date of Contract: September 2004 thru current  
Overview: Conversion and indexing of approximately 479266 documents from 1980 through 1987.

Firm Name: Ottawa County Michigan Register of Deeds  
Address: 414 Washington, Grand Haven, MI 49417  
Phone No.: (616) 846-8240  
Contact Person: Kathy Haiker, Chief Deputy Register of Deeds  
Date of Contract: October 2003 thru current  
Overview: CD to image conversion of documents from 1940 through 1988; tag, link, and load images to database.

### *Credit*

Tax ID – 51-0310342  
Dun & Bradstreet – 194190609  
Rated: 5A2

Credit Ratings	Standard & Poor's	Moody's
Senior Unsecured Credit Facility	BBB	Baa1
Subordinate Debt	BBB-	Baa2
Corporate Credit Rating	BBB	N/A
Outlook	Stable	Stable

**Banks**

Bank Name: Bank One, Texas  
Address: 1717 Main Street, 3<sup>rd</sup> Floor, P.O. Box 655415, Dallas, TX 75265-5415  
Phone No.: (214) 290-2540  
Fax No.: (214) 290-2306  
Contact Person: Rick Rodgers, VP, Corporate Banking Division  
Main Account #: 1882903006

Bank Name: Wells Fargo Bank  
Address: 1445 Ross Ave., 3<sup>rd</sup> Floor, Dallas, TX 75202  
Phone No.: (214) 661-1225  
Fax No.: (214) 969-0371  
Contact Person: Zach Johnson, VP, U.S. Corporate Banking  
Main Account #: 4761053479

Bank Name: M&T Bank  
Address: 6195 East Malloy Road, East Syracuse, NY 13057  
Phone No.: (315) 437-8755  
Contact Person: Michelle Coripa, Branch Manager  
Main Account #: 2000-129763967

## 2 Qualifications of Staff

### 2.1 Staff Resumes

#### **PROJECT MANAGER**

Peter R. Fogg, Imaging Consultant Special Projects

#### **Education:**

Rensselaer Polytechnic Institute, Troy, NY, B.S in Mathematics

Nova University, MBA

#### **Professional Experience:**

##### Imaging Consultant Special Projects, ACS

2001-Current

- Responsible for evaluation of imaging hardware and software
- Provide project direction and support
- Train technical and clerical staff on land record systems
- Support land record system installations in 26 Georgia counties
- Research and provide content for proposal responses
- Develop project plans; supervise and assist with implementations, conversions, re-indexing, and image processing; design, develop, test and implement support systems
- Consult with customers and management on imaging issues and trends; troubleshoot system and operational problems.

##### Imaging Systems Specialist, DISC

1999-2001

- Responsible for designing, developing, coding, testing, debugging, installing, training, and support of land record imaging and indexing system used to collect images and index for GSCCA and local counties.
- Evaluate, acquire, install and maintain scanning system hardware.

##### President & Founder, Photo/Document Archive

1989-1999

- Responsible for all aspects of corporate operation; custom imaging system design, development, training, and implementation
- Hardware selection and acquisition, configuration and maintenance
- Consulting
- Project management, technical staff supervision

##### General Manager, Software Consulting Service

1981-1989

- Responsible for proposals and bids; marketing; sales correspondence
- Project planning and management
- Software product development including design, staff supervision, packaging, manuals (user, installation, technical reference)
- Hardware evaluation

**CINDY WHALEY, Conversion Team Lead**  
**IMAGING MANAGER**

**Education:**

Associates Degree-Accounting-3.9GPA

**Certifications:**

IBM Certified System Operator

IBM Certified Professional System Operator

**Experience**

Imaging Center Manager, ACS

2003-Present

- Organized Imaging Center and increased production by 87%.
- Modified Quality Control procedures to reduce error rate.
- Project lead on Lake County, IL film to image conversion. Completed the 5-million page project 13 months ahead of schedule with customer satisfaction.
- Management of 30+ employees covering all process of the Imaging Center.
- Provide digitizing and film services to 175+ customers nationwide.
- Imaging center collectively delivers over 3 million images per month.
- Instrumental in program modifications that provide detailed reporting of poor quality images as well as database errors.

Systems Operations Manager, BRC/ now ACS

1993-2003

- Performed several CISC to RISC upgrades to keep on the cutting edge of IBM technology
- Software configuration and administration of VisualInfo for new Imaging system and environment implementation in early 1998.
- Increased security on Production System to ensure data integrity of all on-line customers.
- Extensive participation in the Y2K Project Team to error free systems operations at the turn of the century.
- Coordinate each new or enhanced AS400/iSeries client environment to include client specific application modules and security.
- Performed numerous OS/400 upgrades on several AS400/iSeries platforms over the course of 10 years.
- Implemented Wayne County, MI contract and Service Level Agreements (SLAs.)
- Wayne County, MI project lead technical role in successful AS400/iSeries migration, which included optical to DASD image conversion and CISC to RISC migration.
- Programming and Data Center Systems consolidation. 100% complete. This consolidation reduced maintenance costs by \$2000/month.
- Modified Lake County, IL film creation process to reduce turnover time and increase customer satisfaction; reduced turnaround by 2 days for image to film processing.
- Organized Lake, IL and Wayne, MI - MODCA to TIFF image conversion from implementation to completion (\$110,000 one-time revenue for Lake County).
- Provides continual 99% up-time on systems.
- Linked and loaded 90% of 12,000,000 pages for Oakland County, MI film-to-image project.
- Responsible for 4TB of data and images for customer base and 1000 users, \$1,100,000 of revenue for PSP clients.



## 2.2 Industry Experience

Identify staff experience working with governmental entities, if any, and list those projects.

ACS GRM is the largest provider of government records management solutions and systems in the United States. ACS GRM has over 500 employees, including project managers, hardware and software support personnel, systems managers, installation specialists, programmers, marketing and sales staff. For more information about the specific project experience of the staff assigned to this project, please review sections 1.2 and 2.1.

We are innovators. We were the first company in the U.S. to offer a microfilming system for land records. We were the first company to place personal computers in County offices to index land records. For over 40 years we have been a leading provider of computerized recording and indexing systems for Clerks, Recordors, and Registers. We have been providing Imaging solutions since 1992. We provide services and solutions for over 3,000 government clients nationwide, and have installed over 450 ACS records management systems.

We are a comprehensive service provider, not just an equipment and software marketer. We offer all the services needed by counties under one roof: indexing, re-indexing, verification, microfilming, binding, data backup, conversion of microfilm to digital images and images to film, Photostat conversion, and disaster recovery.

## 2.3 Project Manager

Peter R. Fogg will be assigned to manage McLean County's back-file microfilm conversion project. He will serve as the central point of contact for all communications between ACS and the County. His knowledge and experience is outlined above in sections 2.1 and 2.2.



## 3 Technical Approach

### 3.1 Project Approach

McLean County Recorder's office will direct the Illinois State Archives to ship 60 rolls of film to ACS on a weekly basis for the duration of the project. ACS will inventory each roll of film when it arrives and add it to the "work available" queue.

As the digitizing operator completes a roll of film, he or she will select the next roll from the queue and record the roll as "work in process". The operator will set up and digitize the roll on the Wicks & Wilson digitizer. When completed, the operator will record the roll as "digitized" and go to the next roll.

As image verifiers complete the images from a roll of film, they will select the images from the next available digitized roll. The verify operator views each image to insure it is properly digitized, in portrait format, in a right-side-up position, and correctly named. Any image that is seriously defective is flagged for re-digitizing and an entry is added to the Quality Control Report. This includes images that run together, are cut off, are very light or excessively dark, missing, or otherwise cannot be read. Images from re-takes are inserted in the proper location, replacing previous filmed images, if present, and entries added to the Quality Control Report to indicate how the retakes were processed.

Standard image processing routines to de-skew, crop off excessive black borders and adjust the contrast are applied to images as needed to provide high-quality output. Photostats will be converted to black on white. If a group of images are poor quality on film and are not available in the county for scanning, ACS will use proprietary routines to adjust the threshold on the pages or part of pages to produce the best quality image possible. Once the image verifier has completed the images for a roll of film, they record the images from the roll as "verified" and select the next group of images for verification.

The retake operator selects a roll of film that includes images flagged during the verify process and records the roll as a "retake". The retake operator, using a Canon microfilm digitizer, finds the image(s) that were flagged as defective on the film. The operator re-digitizes the images using the features of the system to provide as good a digitized copy as possible. Once all flagged images are re-digitized, the operator records the roll as "re-digitized" and proceeds to the next roll with flagged images.

The re-verify operator selects the next group of images from a digitized, verified, and re-digitized roll and reviews the images that were replaced in the retake process to insure that the final product is the best quality possible. The re-verify operator then confirms that the retake operator has placed the image in the correct location relative to the other images, and that the image is named correctly. If any discrepancies are found, the re-verify operator will send the group of images back to a retake operator for further work. If the original film quality is an issue, the detail describing the issue will be added to the record for the roll and included in the Quality Control Report for McLean County.

For digitized film where the images have passed all the reviews, a quality control sample will be taken to insure that the process is working correctly. Remedial action is undertaken if the quality control sample shows any shortcoming in the digitizing process. As soon as a roll is complete and has passed all the stages including quality control, the roll of film will be released for return

to McLean County, and ACS staff will generate the DVD copies of the images as specified in the RFP. ACS will use the digitized image to produce the three different versions, TIF, JPG-60 and JPG-80 via software conversion routines. When 60 rolls are complete, they will be shipped back to the County or Illinois State Archives with Diazo copies and available DVDs shipped to the County. Based upon the estimate of 460 rolls and 900,000 images this project will take approximately three months to complete.

### **3.2 Confirmation to Meet the RFP Requirements**

ACS confirms its agreement to meet or exceed the minimum requirements of this Request for Proposal.

### **3.3 Receipt and Return of Film**

ACS would like the rolls of microfilm to be shipped in the order to be processed, 60 rolls each week using a reputable carrier that has package tracking and signature receipt. ACS will use the same carrier, in the same manner to return the film when it has completed the processing.

### **3.4 Security Overview**

All of ACS' facilities are access controlled. Rolls of film are inventoried upon receipt and placed in the job tracking system. The job tracking system that ACS uses to distribute work tracks each roll of film throughout the digitizing and correction process, allowing ACS to locate any work component immediately. Film and other high-security items are located in a secure vault area with limited access. Rolls are only distributed as needed and are returned to the vault before additional rolls are issued. Return shipments are prepared in the vault area and a receipt is signed for each shipment when it is picked up by the carrier.

### **3.5 Alternative Solutions**

ACS has described the process that it thinks is the best approach to successfully completing the Scope of Work outlined in the RFP. ACS is concerned however, that our ability to insure that all pages in a given instrument are present is limited, since the individual pages from the sample provided were not numbered. Likewise, it is very difficult to insure that pages are in proper order within the instrument. We can only rely on the order they appear on film.

### **3.6 Microfilm Test Roll**

The DVDs with the test images and the original roll of film are returned with this Proposal in the format specified in the RFP and Addendums

## 4 Fee Schedule

The following information is also included in Attachment B.

Price Per TIFF Image	\$0.05
Price Per JPEG Image	Included
Price Per Diazo copy of original roll	\$24.00
Price for additional services, costs or charges (please specify)	Included
Cost for any shipping, packaging or handling (Please specify)	Included

With the exception of the price per Diazo copy of the original roll, all other costs are included in the \$0.05 per TIFF charge.



McLean County Recorder: Back-File Microfilm Conversion Project

ATTACHMENT B (as modified 5-15-06)

Fee Schedule

(Provide the fee schedule on this form or in similarly formatted fashion.)

To: H. Lee Newcom  
McLean County Recorder  
115 East Washington Street, Room M-104  
Bloomington, Il 61701

Vendor's Name: ACS State and Local Solutions, Inc.

Address: 2800 W. Mockingbird Ln City/State/Zip Code: Dallas, TX 75235  
Contact Person: Michael Hawk Telephone: (800) 800-0323

E-mail address: Michael.Hawk@acs-inc.com Fax (888) 437-2314

Price Per TIFF Image	\$0.05
Price Per JPEG Image	Included
Price Per Diazo copy of original roll	\$24.00
Price for additional services, costs or charges (please specify)	Included
Cost for any shipping, packaging or handling (Please specify)	Included

**REFERENCES**

Organization, Organization Address, Contact Person, Telephone Number, Email (if any)	Work Done for Reference Organization and When
1. DuPage County, IL Recorder of Deeds 421 N. County Rd, Wheaton, IL 60187 Fred Bucholz, Recorder of Deeds (620) 407-5400	June 2004 - Current: Conversion of film and Photostat records dated from 1975 back to and including 1839.
2. Lake County, IL Records of Deeds 18 N. County Street, Waukegan, IL 60085 Mary Ellen Vanderverter, Recorder of Deeds (847) 377-2000	September 2004 - Current: Conversion and indexing of approximately 479266 documents from 1980 through 1987.
3. Ottawa County, MI Recorder of Deeds 414 Washington, Grand Haven, MI 49417 Kathy Haiker, Chief Deputy Register of Deeds (616) 846-8240	June 2005 Conversion of film to image

McLean County Recorder: Back-File Microfilm Conversion Project

ATTACHMENT D

**BIDDER'S FORM**

To: H. Lee Newcom  
McLean County Recorder  
115 East Washington Street, Room M-104  
Bloomington, IL 61701

Bidder's Name: ACS State and Local Solution, Inc. Contact person: Michael Hawk

Bidder's Address: 7030 Fly Road City/State/Zip Code: East Syracuse, NY 13057

Telephone: (800) 800-0323 E-mail Contact: Michael.Hawk@acs-inc.com

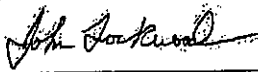
To Whom it May Concern:

I have received and reviewed the documents entitled "REQUEST FOR PROPOSALS - Backfile Conversion of Microfilm". I have examined all documents and the referenced specifications on the bid documents and have familiarized myself with the conditions affecting the scope of this project and do herewith submit the following bid.

In submitting this bid, I agree:

1. To hold my bid valid for a minimum of sixty (60) days from the stated expiration date of the receipt of all bids.
2. To enter into and accept a contract from McLean County if awarded on the basis of my bid.
3. To furnish Certificates of Insurance in accordance with the instructions contained in the bid packet.
4. To perform in accordance with the bid specifications.
5. To ensure that my performance complies with all federal, state, and local codes, laws, ordinances, regulations, policies, and provisions governing same.
6. Please see attached documents which constitute our bid for this project.
7. That I am authorized by my firm to sign bids.

John Lockwood  
Bidder's Printed Name

  
Bidder's Signature

VP of Midwest Sales  
Title of Bidder

May 24, 2006  
Date Submitted

**McLean County Recorder  
 Microfilm Back-File Conversion Project - June 2006  
 Financial Proposals Submitted By Vendors**

Vendor	Per TIFF	Per JPG	Combined	Díazo Roll Film Copy (each)	Total Project Estimate (range based on estimate of total images)	
					High: 360 rolls + 1.2 million images	Low: 360 rolls + 900,000 images
ACS, inc.	0.05000	included	0.05000	24.00	\$ 68,640.00	53,640
US Imaging, Inc.	0.05500	0.01400	0.06900	19.00	\$ 89,640.00	68,940
N B S	0.06750	0.00500	0.07250	25.00	\$ 96,000.00	74,250
<b>Vendors Not Making Price Cut (Did not review test images)</b>						
AmCad LLC	0.03875	0.03875	0.07750	23.00	\$ 101,280.00	78,030
Data Conver Svs	0.04950	0.04950	0.09900	14.25	\$ 123,930.00	94,230
DataBank IMX	0.06500	0.06000	0.12500	7.50	\$ 152,700.00	115,200
Lason	0.02500	0.09370	0.11870	12.00	\$ 146,760.00	111,150
Record Fusion, Inc.	0.06750	0.06750	0.13500	20.50	\$ 169,380.00	128,880
MTM International	0.08100	0.10600	0.18700	10.00	\$ 228,000.00	171,900
Cott Systems, Inc	0.12500	no quote	0.19000	8.95	\$ 231,222.00	174,222

From: Nelson, Craig  
 Sent: Wednesday, May 31, 2006 8:43 AM  
 To: Newcom, Lee  
 Cc: Gallagher, Mike  
 Subject: Vendor Analysis Summary

Attachments: Picture (Metafile); Picture (Metafile)

Lee,

Below is a summary of my analysis of the bid submissions you provided me.

You currently have 360 GB available to your system. The estimated impact of adding the TIFF images falls within this capacity and should not be problematic from a storage perspective. All of the vendors were very close to each other in terms of the images returned.

Extended impact was calculated by multiplying the original file samples by 3000, given that the vendors returned about 300 images and the anticipated total work is 900,000 images.

File Sizes in Bytes (298 Images)				
Company	Tiffs	Extended Impact	Jpeg 80%	Extended Impact
ACS	23,103,030	69,309,090,000	337,743,234.00	1,013,229,702,000
NBS	27,216,793	81,650,379,000	248,355,896.00	745,067,688,000
US Imaging	24,479,460	73,438,380,000	916,605,220.00	2,749,815,660,000

File Sizes						
Company	Tiffs (MB)	Ext. Impact (GB)	Jpeg 80% (MB)	Ext. Impact (GB)	Jpeg 60% (MB)	Ext. Impact
ACS	23	69	337	1,011	263	789
NBS	27	81	248	744	176	528
US Imaging	24	72	916	2,748	507	1,521

The JPEG situation, as you can see, is somewhat different. While the compression rate you choose should be based upon acceptable quality for a permanent record rather than storage considerations, please note the impact. The extended sizes shown are in the neighborhood of 1 Terabyte which is 5x the entire dataset you currently have available. We would not currently be able to support even the most efficient compression in your current system at 60%. Should you decide at some time to move forward with a project involving the use of these jpegs, it will be necessary to map a technological solution prior to implementation.

From a purely technological perspective of the vendors, the TIFFS are a wash. I'm intrigued by US Imaging being so much less efficient in terms of their jpeg compression, but all else being equal I would consider that a factor for elimination.

In our opinion, from a purely storage-related point of view, we would prefer either ACS or NBS as the final selection. ACS wins on TIFFS, NBS on jpegs.



I hope this has been of some help.

Thank you,

**Craig W. Nelson**

**Director**

**McLean County Information Services**

**(309) 888-5100**

[craig.nelson@mcleancountyl.gov](mailto:craig.nelson@mcleancountyl.gov)

[www.mcleancountyl.gov](http://www.mcleancountyl.gov)

### Addendum for Backfile Import

#### And Related Services

This Addendum for Backfile Import and Related Services ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached Backfile Services Schedule ("Schedule") which is incorporated by reference and is being executed as an exhibit to Cott's End User Software License and Support Agreement, in order for Cott to provide the service described herein.

1. **Service.** Cott will provide the necessary software to allow the Customer to import images resulting from the Microfilm Back-File conversion Project RFP dated released on April 27, 2005 into Customer's base Resolution system, and provide linkage to associated index entries that are present.
2. **Source.** The source of record book images are documents in .TIF format with a file directory per the RFP. Customer is responsible for ensuring the quality of images presented are acceptable.
3. Intentionally left blank.
4. **Fees.** The upfront feeds for software and services are set forth in the attached Schedule.
5. Intentionally left blank.
6. **Ownership.** Cott and Customer acknowledge the Customer owns all rights and privileges to the data/images made available thru this service and Cott owns the software made available thru this service offering.
7. **Data Presented.** While Cott's systems allow for excluding certain data from being viewable when accessing base Resolution system, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information passing or obtained through or resident on the Resolution Base System. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing. Customer will be responsible for implementing and carrying out such standards and any data input errors.
8. **Indemnity.** To the extent permitted under state and federal law, customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of any intentional or negligent acts performed by customer or relating to the use of this service and software.
9. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF DATA, PROTECTED, PUBLIC OR OTHERWISE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE DATA MADE AVAILABLE THROUGH THIS SERVICE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE DATA OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.



INFORMATION MANAGEMENT SOLUTIONS

- 10. Standard Terms. Cott's End User Software License and Support Agreement also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

Cott and Customer have entered into this Addendum as of the date it is signed by Customer, under the provision this Addendum is only valid when signed by customer within (60) days of the date of signature by Cott.

End User Software License and Support Agreement:

June 20, 2006

(date)

McLean County IL

(County, Parish or Town)

COTT SYSTEMS, INC.

CUSTOMER

(Signature)

Michael F. Sweeney, McLean County Board Chairman

(Date)

H. Lee Newcom, McLean County Recorder

(Print Name)

(Attest) Peggy Ann Milton, McLean County Clerk

(Print Title)

Date

Seal

## Backfile Services Schedule

***Pricing Proposal for Resolution Import Utility***

For H. Lee Newcom, Recorder of Deeds, Mclean County, IL  
Prepared on May 30, 2006<sup>1</sup>

**Description:**

This proposal has been designed specifically for the **Recorder of Deeds, Mclean County, IL, (Customer)**. The **Customer** is requesting pricing for an import utility and services to be added to their existing **Resolution System**, from **Cott Systems, Inc. (Cott)**.

Cott will supply the following:

1. **Software Application & Services** consisting of

**Resolution Import Utility**  
**Diagnostic reporting for images without an index entry**  
**Diagnostic reporting for index entries without an image**  
**Creation of separate database for images without index entries**  
**Software to search "non-indexed" images in Resolution**  
**Training and support of software**

2. **Index data Audit Services**

**15,000 land record Instruments**

**Price**

<b>Import Utility and Services</b>	<b>\$4,496</b>
<b>Audit Services (15,000 Instruments)</b>	<b>\$8,700</b>
<b>Total</b>	<b>\$13,196</b>

<sup>1</sup> QUOTED PRICE ONLY VALID FOR 60 DAYS FROM QUOTATION DATE

Members Sorensen/O'Connor moved the County Board approve Requests for Approval of a Contract for a Microfilm Back-File Conversion Project with ACS, State and Local Solutions, Inc. and an Addendum to the End User Software License Agreement between Cott Systems, Inc. and McLean County for Backfile Import and Related Services – Recorder's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD  
APPROVING THE REQUEST RECEIVED FROM  
THE NORMAL TOWNSHIP SUPERVISOR  
TO CHANGE POLLING PLACES

WHEREAS, the Supervisor of Normal Township has formally requested that Normal Precinct 2 in Normal Township be changed for the November, 2006 general election; and,

WHEREAS, the Supervisor of Normal Township has recommended that Precinct 2 be moved from Christ the King Episcopal Church, 1210 South Fell Avenue, Normal, Illinois to the Doctor's Office Park Building, 900 Franklin Avenue, Normal, Illinois; and,

WHEREAS, the Finance Committee, at a Special Committee meeting on Tuesday, June 20, 2006, recommended approval of the request received from the Supervisor of Normal Township; and,


WHEREAS, the Executive Committee, at a Special Committee meeting on Tuesday, June 20, 2006, recommended approval of the recommendation received from the Finance Committee; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:


- (1) The McLean County Board hereby approves the recommendation received from the Supervisor of Normal Township to move Precinct 2 from Christ the King Episcopal Church, 1210 South Fell Avenue, Normal, Illinois to the Doctor's Office Park Building, 900 Franklin Avenue, Normal, Illinois.
- (2) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Supervisor of Normal Township and the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 20th day of June, 2006.

ATTEST:

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board



**PeggyAnn Milton**  
**McLean County Clerk**

(309) 888-5190  
Fax (309) 888-5932  
115 E Washington Street, Room 102  
PO Box 2400  
Bloomington, IL 61702-2400  
Website: [www.mcleancountyil.gov/countyclerk](http://www.mcleancountyil.gov/countyclerk)

---

DATE: May 31, 2006

TO: Chairman Sorensen  
Honorable Members of the Finance Committee

FROM: PeggyAnn Milton

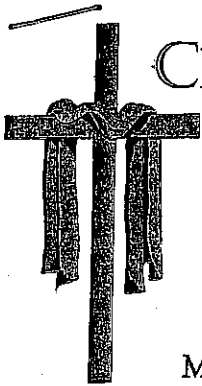
RE: Polling Place Change

Enclosed please find a request from Normal Township, for Normal Precinct 2, to change the location of the Polling Place. We are in support of this change.

We respectfully request your approval of the change.

Thank you.

Enclosure



# CHRIST THE KING EPISCOPAL CHURCH

Monday, April 24, 2006.

Mr. Richard E. Farr  
Supervisor, Normal Township  
304 E. Mulberry  
P O Box 426  
Normal, IL 61761-0426.

Greetings, Mr. Richard,

Please know that our parish, Christ the King Episcopal Church, will not be able to host any further elections in our premises as all of our space is required for our Pre-School ministries. We are sorry for this decision.

Thanks and Blessings.

Sincerely,

(Desmond C. Francis)+.

*Options:*

*Glenn School -*

*Bro-Menn:*

*- Bldg on Main St.*

*- Atrium corner*

*- Conference Rooms? - No. Too bad to put at back*

*- Radiology School @ DePaul*

*Forward in These Ministries - (out Bldg?)*

*Church of God Worship Center*

*Manor Care Home 452-4406*

*510 Broadway*

*Emmanuel Bible Translation 452-6710*

RECEIVED

APR 25 2006

Reverend Dr. Desmond C. Francis, Rector

# Normal Township

304 E. Mulberry — P.O. Box 426  
Normal, Illinois 61761-0426

Office of the Supervisor  
Phone (309) 452-2060  
Fax (309) 454-2599

Friday, May 19, 2006

Peggy Ann Milton  
McLean County Clerk  
115 E. Washington St.  
Bloomington, IL 61761

RE: Polling place change in Precinct #2

Dear Peggy Ann,

I was notified in late April that Christ the King Episcopal Church no longer was willing to host elections for Normal precinct #2. This is good in some ways as the church was not fully compliant with the ADA access requirements. I thought that we could move to the Manor Care Home but after two weeks they finally decided that they did not have the availability of parking facilities needed and turned me down.

I then looked at the Emmanuel Bible Foundation and found a building with entrance steps everywhere. My meeting with Forward in Grace Ministries at University and Church Streets who have a remote classroom turned up the fact that they are hoping to move to the Outlet Mall by September this year. Reverend Barton told me that he thought that the adjacent Church of God Worship Center at Franklin and Church Streets had been sold to a developer for apartments.

I did not want to go back to Glenn School with the lack of parking and our setting in the hallway used by the students the whole school day so almost in desperation I looked at BroMenn Hospital. There appeared to me there might be room for us in the lobby of the hospital or the doctors building across from the hospital entrance. The hospital was not willing to commit any of these areas for our use so I asked about the old Doctors Park building at 900 Franklin Av. It has plenty of nearby parking and a wide and long hallway.

Sonya Reese met me at this building and gave me a tour along with the buildings manager. After clearing our use with all the necessary people I was told today that we could use the West entrance area to the building as a polling place. We now need to have the County Board Approve the change in location for Normal #2.



The new information is:

Normal Township Precinct #2  
Franklin Avenue Medical Center  
900 Franklin Avenue  
Normal, IL 61761

Access to the hallway will be by calling the BroMenn Security Office, 268-5050, the night before to make arrangements to have a security officer meet them at the building at 5:00 A.M. When the judges are ready to leave they must once again call 268-5050 for security to come lock the doors. We must be aware of the fact that the East end of the hallway and most of the first floor houses a child care business and we must keep out of their way with our election operation. People coming to vote will not be allowed to roam around the building at any time.

I have enclosed a copy of the Episcopal Church's letter for your files. If you have any questions please give me a call. I know your staff has to notify all the registered voters in the precinct before the November election so I hope this gives you sufficient time to do so.

Sincerely,



Richard E. Farr  
Normal Township Supervisor

Members Sorensen/Bostic moved the County Board approve a Request for Approval to Change the Location of the Polling Place for the Normal Township Precinct 2 – County Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: I would like to share one bit of good news. We just received a check for \$239,000 for contents and some business interruption from the Hartford, which was on of the insurance companies that we had been debating with ever since our explosion.

Member Sorensen stated the General Report could be found on pages 241-253.

**TRANSPORTATION COMMITTEE:**

Members Hoselton/Owens moved the County Board approve a request to move back to the Transportation Committee the Request for Approval of an Illinois Department of Transportation (IDOT) Letter of Intent for Interstate 55 (I-55) Interchanges. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Hoselton stated their General Report was located on pages 254-264.

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

RESOLUTION OF THE McLEAN COUNTY BOARD  
REQUESTING THE PUBLIC BUILDING COMMISSION OF McLEAN COUNTY  
TO AWARD CONTRACT FOR THE REMODELING OF THE  
THIRD FLOOR OF THE GOVERNMENT CENTER  
115 EAST WASHINGTON STREET  
FOR OCCUPANCY AND USE  
BY THE CITY OF BLOOMINGTON ENGINEERING DEPARTMENT

WHEREAS, the Public Building Commission of McLean County has been duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended, (the "Act") for the reason that an urgent need exists for modern public improvements, buildings, and facilities within the limits of the County seat of McLean County for use by governmental agencies in the functioning of essential governmental, health, safety, and welfare services to the citizens; and,

WHEREAS, the County of McLean, a body politic and corporate (the "County") and the Public Building Commission of McLean County, Illinois (the "Commission") are authorized by law to enter into an Agreement for financing the purchase and acquisition of real property; and,

WHEREAS, the McLean County Board, at its regular meeting on April 17, 2001, approved the recommendation received from the Finance Committee and the Property Committee to jointly purchase with the City of Bloomington the 115 East Washington Building for occupancy and use by McLean County Offices and Departments; and,

WHEREAS, the McLean County Board has requested that the Commission, pursuant to the authority granted the Commission under the Act, remodel the third floor of the Government Center, 115 East Washington Street for occupancy and use by the City of Bloomington Engineering Department; and,

WHEREAS, on May 24, 2006, the Commission opened bids to complete the remodeling of the third floor of the Government Center, 115 East Washington Street for occupancy and use by the City of Bloomington Engineering Department; and,

WHEREAS, pursuant to the Agreement approved by the County, the City, and the Commission, the County and City have agreed to share equally the costs for remodeling the third floor of the Government Center, 115 East Washington Street for occupancy and use by the City of Bloomington Engineering Department; and,

WHEREAS, the Commission's architect has reviewed the bids submitted and has recommended that Bishop Brothers, Inc., Peoria, Illinois, be awarded a contract in the amount of \$881,074.00 to complete the remodeling of the third floor of the Government

(2)

Center, 115 East Washington Street for occupancy and use by the City of Bloomington Engineering Department; and,

WHEREAS, the Property Committee, at its regular meeting on June 8, 2006, recommended that the County Board authorize and approve a Resolution requesting that the Commission award a contract to Bishop Brothers, Inc., Peoria, Illinois, in the amount of \$881,074.00 to complete the remodeling of the third floor of the Government Center, 115 East Washington Street for occupancy and use by the City of Bloomington Engineering Department;

WHEREAS, the Property Committee, at its regular meeting on June 8, 2006, recommended that the County Board authorize and approve an Emergency Appropriation Ordinance in the amount of \$134,698.00 to cover the County's share of the costs of remodeling the third floor of the Government Center, 115 East Washington Street, and all additional fees and expenses; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

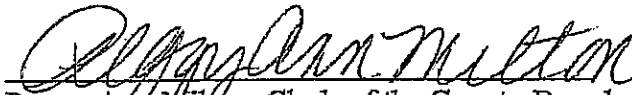
- 1) The McLean County Board hereby authorizes and approves the recommendation received from the Property Committee and hereby requests that the Commission, pursuant to the authority granted the Commission under the Act, award a contract to Bishop Brothers, Inc., Peoria, Illinois, in the amount of \$881,074.00 to complete the remodeling of the third floor of the Government Center, 115 East Washington Street for occupancy and use by the City of Bloomington Engineering Department.
- 2) The McLean County Board hereby authorizes and approves the recommendation received from the Property Committee to approve an Emergency Appropriation Ordinance in the amount of \$134,698.00 to cover the County's share of the costs of remodeling the third floor of the Government Center, 115 East Washington Street, and all additional fees and expenses.
- 3) The County Clerk shall provide a certified copy of this Resolution to the Chairman of the Commission, the Secretary of the Commission, the Legal Counsel for the Commission, the State's Attorney of McLean County, and the County Administrator.

(3)

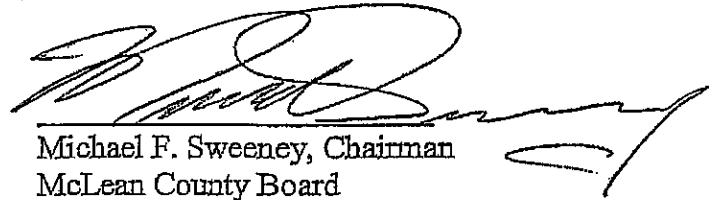
ADOPTED by the McLean County Board this 20th day of June, 2006.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board

Members Bostic/Moss moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Requesting the Public Building Commission of McLean County to Award the Contract for the Remodeling of the Third Floor of the Government Center, 115 East Washington Street, for Occupancy by the City of Bloomington Engineering Department – Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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Member Bostic, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2006  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Facilities Management Department 0041,  
Government Center Program 0115**

**WHEREAS**, the McLean County Board, on November 15, 2005, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2006 Fiscal Year beginning January 1, 2006 and ending December 31, 2006; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the Facilities Management Department 0041, Government Center Program 0115; and,

**WHEREAS**, the City of Bloomington (the "City") and McLean County (the "County") have both requested that the Public Building Commission of McLean County, Illinois (the "PBC") prepare the necessary plans and specifications for the renovation and remodeling of the third floor of the Government Center (the "Project") and to thereafter advertise for bids and award contracts for the work necessary to complete the project; and,

**WHEREAS**, pursuant to the Contract for Renovation of the Third Floor of the Government Center that has been approved by the City, the County, and the PBC, the cost of the Project including all architectural, advertising and legal fees as well as construction costs shall be equally divided between the City and the County; and,

**WHEREAS**, on May 24, 2006, the Commission opened bids to complete the remodeling of the third floor of the Government Center, 115 East Washington Street for occupancy and use by the City of Bloomington Engineering Department; and,

**WHEREAS**, the Commission's architect has reviewed the bids submitted and has recommended that Bishop Brothers, Inc., Peoria, Illinois, be awarded a contract in the amount of \$881,074.00 to complete the remodeling of the third floor of the Government Center, 115 East Washington Street for occupancy and use by the City of Bloomington Engineering Department; and,

**WHEREAS**, on January 17, 2006, the McLean County Board approved an Emergency Appropriation Ordinance Amending the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance in order to pay to the Public Building Commission \$407,177.00 to complete the remodeling of the third floor of the Government Center; and,

**WHEREAS**, pursuant to the Contract for Renovation of the Third Floor of the Government Center that has been approved by the City, the County, and the PBC, the balance of the County's share of the amount now due to the PBC is equal to \$134,698.00; and,

**WHEREAS**, the Property Committee, at its regular meeting on Thursday, June 8, 2006, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance, Facilities Management Department 0041, Government Center Program 0115; now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$134,698.00 and to amend the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0400.0000 Unappropriated Fund Balance:	\$ 0.00	\$134,698.00	\$541,875.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the Facilities Management Department 0041, Government Center Program 0115 the following appropriation:


	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
Facilities Management Department 0041 0001-0041-0115-0768.0001 PBC Reimbursement:	\$ 0.00	\$134,698.00	\$541,875.00

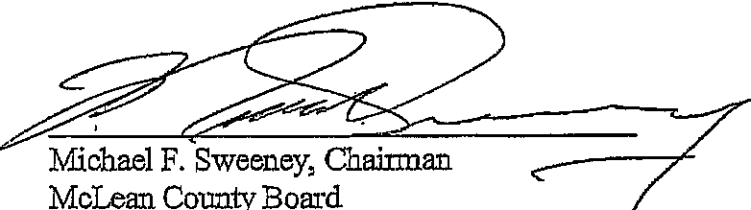
- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

**ADOPTED** by the County Board of McLean County this 20th day of June, 2006.

**ATTEST:**

**APPROVED:**

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

  
Michael F. Sweeney, Chairman  
McLean County Board

e:john/cobd/ea\_facmgt\_govctrhirdflrbalance.jun

Members Bostic/Harding moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance – General Fund 0001, Facilities Management Department 0041, Government Center Program 0115 – Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD  
REQUESTING THE PUBLIC BUILDING COMMISSION OF McLEAN COUNTY  
TO ISSUE TAX-EXEMPT GENERAL OBLIGATION BONDS AND  
TO AWARD CONTRACT FOR THE REMODELING OF THE  
LAW AND JUSTICE CENTER  
104 WEST FRONT STREET  
FOR OCCUPANCY AND USE  
BY COUNTY OFFICES AND DEPARTMENTS

WHEREAS, the Public Building Commission of McLean County has been duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended, (the "Act") for the reason that an urgent need exists for modern public improvements, buildings, and facilities within the limits of the County seat of McLean County for use by governmental agencies in the functioning of essential governmental, health, safety, and welfare services to the citizens; and,

WHEREAS, the County of McLean, a body politic and corporate (the "County") and the Public Building Commission of McLean County, Illinois (the "Commission") are authorized by law to enter into an Agreement for financing the purchase and remodeling of County buildings and property; and,

WHEREAS, the McLean County Board has requested that the Commission, pursuant to the authority granted the Commission under the Act, remodel the Law and Justice Center, 104 West Front Street for occupancy and use by County Offices and Departments; and,

WHEREAS, on June 1, 2006, the Commission opened bids to complete the remodeling of the Law and Justice Center, 104 West Front Street for occupancy and use by County Offices and Departments; and,

WHEREAS, the Commission's architect has reviewed the bids submitted and has recommended that Felmley Dickerson, Inc., Bloomington, Illinois, be awarded a contract in the amount of \$7,286,000.00 for the General Work to complete the remodeling of the Law and Justice Center, 104 West Front Street for occupancy and use by County Offices and Departments; and,

WHEREAS, the Commission's architect has reviewed the bids submitted and has recommended that Weber Electric, Inc., Bloomington, Illinois, be awarded a contract in the amount of \$147,261.00 for the Structured Cabling Work to complete the remodeling of the Law and Justice Center, 104 West Front Street for occupancy and use by County Offices and Departments; and,

WHEREAS, the Commission's architect has reviewed the bids submitted and has recommended that Eviricon 1 LLC, be awarded a contract in the amount of \$167,000.00 for the Asbestos Abatement Work to complete the remodeling of the Law and Justice Center, 104 West Front Street for occupancy and use by County Offices and Departments; and,

WHEREAS, the Property Committee, at its regular meeting on June 8, 2006, recommended that the County Board authorize and approve a Resolution requesting that the Commission issue tax-exempt general obligation bonds in an amount not to exceed \$9,500,000.00 to complete the remodeling of the Law and Justice Center, 104 West Front Street for occupancy and use by County Offices and Departments; now, therefore,

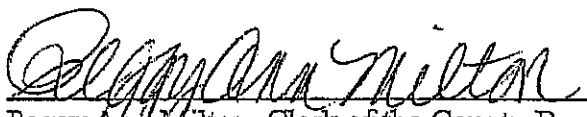
BE IT RESOLVED by the McLean County Board as follows:

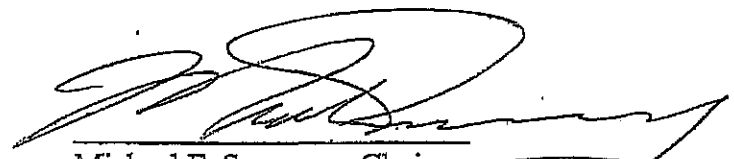
- 1) The McLean County Board hereby authorizes and approves the recommendation received from the Property Committee and hereby requests that the Commission, pursuant to the authority granted the Commission under the Act, issue tax-exempt general obligation bonds in an amount not to exceed \$9,500,000.00 to complete the remodeling of the Law and Justice Center, 104 West Front Street for occupancy and use by County Offices and Departments.
- 2) The County Clerk shall provide a certified copy of this Resolution to the Chairman of the Commission, the Secretary of the Commission, the Legal Counsel for the Commission, the State's Attorney of McLean County, and the County Administrator.

ADOPTED by the McLean County Board this 20th day of June, 2006.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Bostic/Cavallini moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Requesting the Public Building Commission of McLean County to Issue Tax-Exempt General Obligation Bonds and to Award a Contract for the Remodeling of the Law and Justice Center, 104 West Front Street, for Occupancy and use by County Offices and Departments – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the General Report could be found on pages 275-280.



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

**McLEAN COUNTY -- GRANT INFORMATION FORM**

**General Grant Information**

<u>Requesting Agency or Department:</u> McLean County Court Services	<u>This request is for:</u> <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
<u>Granting Agency:</u> Illinois Criminal Justice Information Authority	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other	<u>Grant Date:</u> Start: June 1, 2006 End: June 30, 2006
<u>Grant Title:</u> Juvenile Detention Training Scholarship Program		
<u>Grant Amount:</u> \$ 2,615	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: July 15, 2006	
<u>Match Amount (if applicable):</u> Required Match :\$ 291 Overmatch: \$ 6		
<u>Grant Total Amount:</u> \$ 2,912	<u>Source of Matching Funds (if applicable):</u> McLean County Court Services	
<u>Will it be likely to obtain this grant again next FY?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Monetary Pass Through?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

**Grant Costs Information**

<u>Will personnel be supported with this grant:</u> <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th style="width: 70%;">Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td>0</td> </tr> <tr> <td>Personnel Cost</td> <td>\$ 0</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$ 0</td> </tr> <tr> <td><b>Total Personnel Cost</b></td> <td><b>\$ 0</b></td> </tr> <tr> <td><b>Additional Expenses</b></td> <td></td> </tr> <tr> <td>Subcontractors</td> <td>\$ 0</td> </tr> <tr> <td>Equipment</td> <td>\$ 0</td> </tr> <tr> <td>Other</td> <td>\$</td> </tr> <tr> <td><b>Total Additional Expenses</b></td> <td><b>\$ 2,912</b></td> </tr> <tr> <td><b>GRANT TOTAL</b></td> <td><b>\$ 2,912</b></td> </tr> </tbody> </table>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	0	Personnel Cost	\$ 0	Fringe Benefit Cost	\$ 0	<b>Total Personnel Cost</b>	<b>\$ 0</b>	<b>Additional Expenses</b>		Subcontractors	\$ 0	Equipment	\$ 0	Other	\$	<b>Total Additional Expenses</b>	<b>\$ 2,912</b>	<b>GRANT TOTAL</b>	<b>\$ 2,912</b>	<u>Description of equipment to be purchased:</u> n/a	
	Grant Expense Chart																									
	Personnel Expenses	Costs																								
	Number of Employees:	0																								
	Personnel Cost	\$ 0																								
	Fringe Benefit Cost	\$ 0																								
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Subcontractors	\$ 0																									
Equipment	\$ 0																									
Other	\$																									
<b>Total Additional Expenses</b>	<b>\$ 2,912</b>																									
<b>GRANT TOTAL</b>	<b>\$ 2,912</b>																									
<u>Description of subcontracting costs:</u> n/a																										
<u>Other requirements or obligations:</u> n/a																										

*Grant Total must match "Grant Total Amount" from General Grant Information*

**Responsible Personnel for Grant Reporting and Oversight:**

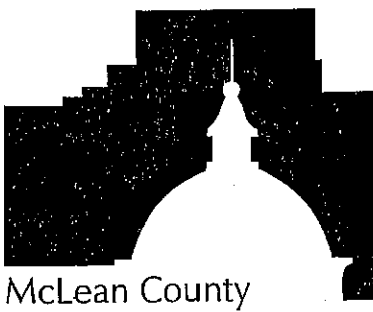
  
Department Head Signature

5-22-06  
Date

Grant Administrator/Coordinator Signature (if different)

\_\_\_\_\_ Date

<b>OVERSIGHT COMMITTEE APPROVAL</b>		
Chairman	231	Date



## COURT SERVICES

Roxanne K. Castleman, Director

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

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

## Memo

To: Honorable Members of the Justice Committee  
From: Roxanne K. Castleman *RK*  
CC: Chief Judge Elizabeth A. Robb  
Date: 5/22/2006  
Re: Juvenile Accountability Incentive Block Grant

In April the McLean County board granted the juvenile detention center permission to apply for a Juvenile Accountability Incentive Block Grant (JABIG) which would allow McLean County to send a team of 4 professionals to the National Juvenile Services Training Institute in Indianapolis Indiana. This training is June 11- 14th, 2006. The team will consist of: Two detention staff, a juvenile probation officer, and a staff from Catholic Charities.

The detention center applied for this training grant and the grant application was successful.

I am now requesting approval to except the training grant. There is a 10% cash match which each department will pay from their 2006 training budget.

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

Thank you for your consideration in this matter.



ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY

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

May 5, 2006

Dave Goldberg  
Superintendent  
McLean County Juvenile Detention  
903 N. Main Street  
Normal, Illinois 61761

Dear Mr. Goldberg:

Enclosed you will find interagency agreement #503408 between your office and the Authority for the Juvenile Detention Training Scholarship Program. Upon review, I made some minor revisions to the budget. Please review the enclosed documents and notify me if additional revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and certification forms and return the *entire packet* to my attention for further processing.

I have also enclosed the fiscal information sheet and initial cash request forms needed to begin the draw down of federal funds. Please fill out these forms and return them to me with the signed agreement. Once all signatures are received on the agreement, I will process the paperwork for you to receive your initial federal funds for this program.

Please note that this packet also includes two new forms regarding civil rights compliance. Please review, sign and forward these civil rights compliance certifications to the Authority. The authorized officials of the grant's Implementing Agency (McLean County Board Chair), and Program Agency (McLean County Superintendent), must complete these forms. *This grant cannot be submitted for final signature by the Authority's Executive Director until these forms have been completed.*

As a point of clarification, these certifications do not represent new civil rights requirements that grantees must adhere to. These certifications reflect existing federal regulations that have always been included in the interagency agreements between your office and the Authority, but now a separate certification is required.

If you have any questions, please feel free to contact me at (312) 793-0892 or via email at [amy.kelly@illinois.gov](mailto:amy.kelly@illinois.gov). Thank you for your cooperation with the execution and administration of this agreement. I look forward to working with you on this program.

Sincerely,

Amy Kelly  
Criminal Justice Specialist  
Federal and State Grants Unit

Enclosures

cc: MF 503408



**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Dave Goldberg, Superintendent      McLean County Juvenile Detention Center  
Name and Title of Authorized Representative

Dgoldberg  
Signature

5/22/06  
Date

McLean County Juvenile Detention Center  
Name of Organization

903 N. Main Street, Normal, Illinois 61761  
Address of Organization

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is, normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- Circle the grant program that the grant is funded under.
- Enter the grant number and amount, the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding the EEOP.)

COMPLETE ONLY ONE OF THE FOLLOWING SECTIONS, SECTION A OR B

- SECTION A: Some grantees are not required to develop an EEOP. If one or more of the checkboxes in Section A apply to your organization, then your organization is exempt from the EEOP requirement and IS NOT required to develop an EEOP. If this is the case, please print the name of the individual authorized to certify to this fact, check the box(es) that apply to your organization and sign the certification.

OR

- SECTION B: If your organization is a covered entity type (state or local **unit of government**, or for-profit entity), has 50 or more employees and receives a single grant of \$25,000 or more, your organization is required to have an EEOP on file that is current and that can be reviewed by outside individuals.
  - Print the name of the responsible individual who is certifying that an EEOP is required and on file, the name of the entity and the location/address of the office where the EEOP is on file.
  - Sign the certification.
  - If an entity receives a single grant of \$500,000 or more, or, over a period of 18 months, receives several grants totaling \$1,000,000 or more, the entity must submit a copy of the EEOP to the Authority. The Authority will then forward the EEOP to the federal Office of Civil Rights for review and approval.

**CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS**

- Circle the grant program that the grant is funded under.
- Enter the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding civil rights compliance.)
- CERTIFICATION STATEMENT: The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The entity also needs to certify if it has or has not had any findings of discrimination within the past 5 years.
  - Print the name of the responsible official who is certifying to compliance and the name of the entity.
  - If your organization has had no findings of discrimination within the past 5 years, please check the first box. If your organization has had any findings of discrimination within the past 5 years, please check the second box. Attach a copy of all findings made within the past 5 years that have not already been submitted to the Authority. **If your organization has already submitted all current findings to the Authority, check the box indicating that; there is no need to resubmit them to the Authority.**
  - Sign the certification.

Grant Program (circle applicable federal grant program):

ADAA/BYRNE JAIBG LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 503408

Federal Grant Award Amount: \$ 2,615

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County Juvenile Detention Center

Address: 903 North Main Street  
Normal, Illinois 61761

Contact Person: Dave Goldberg

Telephone #: (309) 888-5550

Fax #: (309) 888-5554

E-mail address: dave.goldberg@mcleancountyil.gov

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- ENTITY HAS LESS THAN 50 EMPLOYEES
- ENTITY IS A NON-PROFIT ORGANIZATION
- ENTITY IS AN INDIAN TRIBE

- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN EDUCATIONAL INSTITUTION

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

**OR**

**SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, Dave Goldberg [responsible official], certify that the County of McLean- Juvenile Detention [Entity] has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of the McLean County Administrator [agency/organization name], at 115 E. Washington Bloomington, Illinois 61701 [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

Dgoldberg  
[Signature of Responsible Official]

Dave Goldberg, Superintendent  
[Print Name and Title]

5/22/06  
[Date]

Grant Program (circle applicable grant program):

ADAA/BYRNE JAIBG LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County Juvenile Detention

Address: 903 North Main Street  
Normal, Illinois 61761

Contact Person: Dave Goldberg

Telephone #: (309) 888-5550

Fax #: (309) 888-5554

E-mail address: dave.goldberg@mcleancountyil.gov

Grant Number/Contract Name: 503408 Juvenile Detention Scholarship Program

**Certification Statement:**

Dave Goldberg [Responsible Official], certify to the following statements:

- McLean County [Entity] is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**Check the following item(s) that apply:**

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD NO FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

Dgoldberg  
Signature of Responsible Official

Superintendent

[Title]

5/22/06

[Date]





**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael F. Sweeney, County Board Chairman McLean County Illinois  
Name and Title of Authorized Representative

Signature

Date

McLean County  
Name of Organization

115 East Washington Street, Bloomington, Illinois 61701  
Address of Organization

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is, normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- Circle the grant program that the grant is funded under.
- Enter the grant number and amount, the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding the EEOP.)

COMPLETE ONLY ONE OF THE FOLLOWING SECTIONS, SECTION A OR B

- SECTION A: Some grantees are not required to develop an EEOP. If one or more of the checkboxes in Section A apply to your organization, then your organization is exempt from the EEOP requirement and IS NOT required to develop an EEOP. If this is the case, please print the name of the individual authorized to certify to this fact, check the box(es) that apply to your organization and sign the certification.

OR

- SECTION B: If your organization is a covered entity type (state or local **unit of government**, or for-profit entity), has 50 or more employees and receives a single grant of \$25,000 or more, your organization is required to have an EEOP on file that is current and that can be reviewed by outside individuals.
  - Print the name of the responsible individual who is certifying that an EEOP is required and on file, the name of the entity and the location/address of the office where the EEOP is on file.
  - Sign the certification.
  - If an entity receives a single grant of \$500,000 or more, or, over a period of 18 months, receives several grants totaling \$1,000,000 or more, the entity must submit a copy of the EEOP to the Authority. The Authority will then forward the EEOP to the federal Office of Civil Rights for review and approval.

**CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS**

- Circle the grant program that the grant is funded under.
- Enter the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding civil rights compliance.)
- CERTIFICATION STATEMENT: The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The entity also needs to certify if it has or has not had any findings of discrimination within the past 5 years.
  - Print the name of the responsible official who is certifying to compliance and the name of the entity.
  - If your organization has had no findings of discrimination within the past 5 years, please check the first box. If your organization has had any findings of discrimination within the past 5 years, please check the second box. Attach a copy of all findings made within the past 5 years that have not already been submitted to the Authority. **If your organization has already submitted all current findings to the Authority, check the box indicating that; there is no need to resubmit them to the Authority.**
  - Sign the certification.

Grant Program (circle applicable grant program):

ADAA/BYRNE JAIBG LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County Juvenile Detention

Address: 903 North Main Street  
Normal, Illinois 61761

Contact Person: Dave Goldberg

Telephone #: (309) 888-5550

Fax #: (309) 888-5554

E-mail address: dave.goldberg@mcleancountyil.gov

Grant Number/Contract Name: 503408 Juvenile Detention Scholarship Program

**Certification Statement:**

Michael F. Sweeney [Responsible Official], certify to the following statements:

- McLean County [Entity] is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

*(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)*

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**Check the following item(s) that apply:**

- THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD **NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS
- THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD **FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)
- All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

McLean County Board Chairman

Signature of Responsible-Official

[Title]

[Date]

(Complete **SECTION A** OR **SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 503408

Federal Grant Award Amount: \$ 2,615

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County Juvenile Detention Center

Address: 903 North Main Street  
Normal, Illinois 61761

Contact Person: Dave Goldberg

Telephone #: (309) 888-5550

Fax #: (309) 888-5554

E-mail address: dave.goldberg@mcleancountyil.gov

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- ENTITY HAS LESS THAN 50 EMPLOYEES
- ENTITY IS A NON-PROFIT ORGANIZATION
- ENTITY IS AN INDIAN TRIBE

- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN EDUCATIONAL INSTITUTION

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

**OR**

**SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, Michael F. Sweeney [responsible official], certify that the County of McLean- Juvenile Detention [Entity] has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of the McLean County Administrator [agency/organization name], at 115 E. Washington Bloomington, Illinois 61701 [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

Michael F. Sweeney, McLean County Board Chairman

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

Federal and State Grants Unit

Initial Cash Request

On behalf of McLean County Court Services – Juvenile Detention Center

I am requesting an initial cash request of \$ 2,615 as permitted in Interagency Agreement # 503408

D. Dotberg

Signature of Authorized Official

5/22/06

Date

Superintendent

Title

Juvenile Detention Scholarship Program

Program Name

37-6001569

Implementing Agency Fein Number

\*Instructions for completion on reverse side

*For Authority use only*

**Requested Disbursal** \_\_\_\_\_

**FED/GR**

**Approved by:** \_\_\_\_\_

**Date** \_\_\_\_\_

\_\_\_\_\_

**Date** \_\_\_\_\_

## FISCAL INFORMATION SHEET

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program-reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 S. Riverside Plaza, Chicago, IL 60606. If you have any questions, please call your at monitor (312) 793-8550 (0893).

Implementing Agency: McLean County on behalf of McLean County Juvenile Detention

Implementing Agency's FEIN #: 37-6001569 Agreement #: 503408

Program Agency: McLean County Juvenile Detention

Program Title: Juvenile Detention Training Scholarship Program

1. Who will be responsible for preparing and submitting monthly fiscal reports?

Name: Cathy Jo Waltz

Title: Assistant Superintendent

Agency: McLean County Juvenile Detention Center

Address: 903 North Main Street, Normal, Illinois 61761

Phone: (309) 888-5550

Fax: 309-888-5554

2. Who will be responsible for preparing and submitting monthly data/progress reports?

Name: Cathy Jo Waltz

Title: Assistant Superintendent

Agency: McLean County Juvenile Detention Center

Address: 903 North Main Street, Normal, Illinois 61761

Phone: (309) 888-5550

Fax: (309) 888-5554

3. Will a separate fiscal account/fund be maintained for the program?

Yes, this account will maintain: (Choose one)

Federal funds only

Both federal and local matching funds

No, but all program funds will be identified by a specific account or fund number and recorded within the general accounting records for the Agency.

4. Where should program fund disbursements be sent?

Address: \_\_\_\_\_

McLean County Juvenile Detention Center

903 N. Main Street

Normal, Illinois 61761

Attn: Cathy Jo Waltz

What organization is listed as holder of the bank account into which program funds will be deposited?

McLean County Court Services



**PROGRAM TITLE:** Juvenile Detention Training Scholarship Program

**AGREEMENT NUMBER:** 503408

**PREVIOUS AGREEMENT NUMBER(S):** N/A

**ESTIMATED START DATE:** April 1, 2006

<b>SOURCES OF PROGRAM FUNDING:</b>	<b>Designated</b>	<b>Budgeted</b>
<i>JATBG FFY 03 Funds</i>	\$ 2,679	\$2,615
<i>Matching Funds</i>	\$ 298	\$ 291
<i>Over-Matching Funds</i>	\$	\$ 6
<b>Total:</b>	<b>\$ 2,977</b>	<b>\$2,912</b>

**IMPLEMENTING AGENCY:** County of McLean on behalf of McLean County Juvenile Detention

**ADDRESS:** 104 W. From Street  
Bloomington, Illinois 61701

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 37-6001369

**AUTHORIZED OFFICIAL:** Michael P. Sweeney  
**TITLE:** McLean County Board Chairman  
**TELEPHONE:** (309) 888-5180  
**FAX:**  
**E-MAIL:**

**PROGRAM FINANCIAL OFFICER:** Rebecca McNeil  
**TITLE:** McLean County Treasurer  
**TELEPHONE:** (309) 888-5180  
**FAX:** (309) 888-5176  
**E-MAIL:** rebecca.mcneil@mcleancountyil.gov

**PROGRAM AGENCY:** McLean County Juvenile Detention

**ADDRESS:** 903 N. Main Street  
Normal, Illinois 61761

**PROGRAM DIRECTOR:** Cathy Jo Waltz  
**TITLE:** Assistant Superintendent  
**TELEPHONE:** (309) 888-5550  
**FAX:** (309) 888-5554  
**E-MAIL:** cathy.waltz@mcleancountyil.gov

**FISCAL CONTACT PERSON:** Dave Goldberg  
**AGENCY:** McLean County Juvenile Detention  
**TITLE:** Superintendent  
**TELEPHONE:** (309) 888-5550  
**FAX:** (309) 888-5554  
**E-MAIL:** dave.goldberg@mcleancountyil.gov

**PROGRAM CONTACT PERSON:** Cathy Jo Waltz  
**TITLE:** Assistant Superintendent  
**TELEPHONE:** (309) 888-5550  
**FAX:** (309) 888-5554  
**E-MAIL:** cathy.waltz@mcleancountyil.gov

INTERAGENCY AGREEMENT

Juvenile Accountability Incentive Block Grants Program

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and McLean County on behalf of the McLean County Juvenile Detention Center, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 West Front Street, Bloomington, Illinois 61701 for implementation of the Juvenile Accountability Incentive Block Grants (JAIBG) Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, the Authority has been designated as the state agency to administer JAIBG Program funds received from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) pursuant to Public Law 108-7, and enters into interagency agreements with units of state and local government for the use of these JAIBG Program funds; and

WHEREAS, the Chairman of the Authority and the Chairman of the Illinois Juvenile Justice Commission jointly appointed the Illinois Juvenile Crime Enforcement Coalition to oversee the administration of the JAIBG Program; and

WHEREAS, the state is required to distribute at least 75% of JAIBG Program funds to units of local government based on a formula combining local law enforcement juvenile justice expenditures and reported Part 1 violent crime; and

WHEREAS, the Illinois Juvenile Crime Enforcement Coalition notified eligible recipients and received responses for the JAIBG Program funds available to units of local government based on the required formula;

WHEREAS, the Illinois Juvenile Crime Enforcement Coalition made recommendations to the Authority regarding the allocation of JAIBG Program funds to units of state and local government in Illinois; and

WHEREAS, the Authority designated the Implementing Agency

to receive funds for the purpose of implementing a program in one or more of the following purpose areas:

1. Developing, implementing, and administering graduated sanctions for juvenile offenders;
2. Building, expanding, renovating, or operating temporary or permanent juvenile correction, detention, or community corrections facilities;
3. Hiring juvenile court judges, probation officers, and court-appointed defenders and special advocates, and funding pretrial services (including mental health screening and assessment) for juvenile offenders, to promote the effective and expeditious administration of the juvenile justice system;
4. Hiring additional prosecutors, so that more cases involving violent juvenile offenders can be prosecuted and backlogs reduced;
5. Providing funding to enable prosecutors to address drug, gang, and youth violence problems more effectively and for technology, equipment, and training to assist prosecutors in identifying and expediting the prosecution of violent juvenile offenders;
6. Establishing and maintaining training programs for law enforcement and other court personnel with respect to preventing and controlling juvenile crime;
7. The establishment of juvenile gun courts for the prosecution and adjudication of juvenile firearms offenders;
8. The establishment of drug court programs for juvenile offenders that provide continuing judicial supervision over juvenile offenders with substance abuse problems and the integrated administration of other sanctions and services for such offenders;
9. Establishing and maintaining a system of juvenile records designed to promote public safety;
10. Establishing and maintaining interagency information-sharing programs that enable the juvenile and criminal justice systems, schools, and social services agencies to make more informed decisions regarding the early identification, control,

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

supervision, and treatment of juveniles who repeatedly commit serious delinquent or criminal acts;

11. Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies;
12. Establishing and maintaining programs to conduct risk and need assessments of juvenile offenders that facilitate the effective early intervention and the provision of comprehensive services, including mental health screening and treatment and substance abuse testing and treatment to such offenders;
13. Establishing and maintaining accountability-based programs that are designed to enhance school safety;
14. Establishing and maintaining restorative justice programs;
15. Establishing and maintaining programs to enable juvenile courts and juvenile probation officers to be more effective and efficient in holding juvenile offenders accountable and reducing recidivism; and
16. Hiring detention and corrections personnel, and establishing and maintaining training programs for such personnel to improve facility practices and programming.

NOW, THEREFORE, BE IT AGREED by and between the Authority and Implementing Agency as follows:

#### SECTION 1. DEFINITIONS / DESCRIPTIONS

"Coordinated Enforcement Plan for Reducing Juvenile Crime", hereinafter referred to as the "CEP", means a plan developed by a State or local Juvenile Crime Enforcement Coalition that is based on an analysis of juvenile justice systems needs. The analysis determines the most effective uses of funds, within the sixteen JAIBG program purpose areas, to achieve the greatest impact on reducing juvenile delinquency, improving the juvenile justice system, and increasing accountability for juvenile offenders.

"Restorative Justice Program" means a program that emphasizes the moral accountability of an offender toward the victim and the affected community and may include community reparations boards, restitution (in the form of monetary payment or service to the victim or, where no victim can be identified, service to the affected community), and mediation between victim and offender.

#### SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from April 1, 2006 through June 30, 2006.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in the Implementing Agency's CEP, included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

#### SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

#### SECTION 4. PAYMENT

The maximum amount of federal funds payable under this agreement is \$2,679 and is dependent on the expenditure of matching funds as described in this agreement, Exhibit B, and Implementing Agency's CEP, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in the Implementing Agency's CEP and Exhibit A. Upon receipt of the fiscal and data reports described in this agreement, quarterly payments will be made to an Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. Due to the unique requirements of the program being funded, the first payment to the Implementing Agency may be in advance of performance in an amount, up to the full amount of this Agreement, determined by the Executive Director of the Authority. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching funds, into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

#### **SECTION 5. MATCH**

Federal funds from the JAIBG Program may be used to pay up to 90 percent of the costs described in Implementing Agency's CEP and Exhibit A. If the Implementing Agency will be using funds to construct a permanent juvenile corrections facility, the Implementing Agency must provide at least 50 percent of the total cost of the project. The Implementing Agency must provide the remaining nonfederal share in the form of cash match. Matching funds must be in addition to funds that would otherwise be made available for the program or project. Failure of the Implementing Agency to provide a cash match in the amount of at least \$298 shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and the return of funds already awarded.

The Implementing Agency shall maintain records clearly showing the source, the amount and the timing of all matching contributions.

#### **SECTION 6. EXPENDITURES - FEDERAL FUNDS AND MATCH**

Only costs allowable under State and federal guidelines may be paid for with federal and matching funds, in accordance with the Program Description and Budget attached to this agreement and in Implementing Agency's CEP. Matching funds need not be

applied at the exact time or in proportion to the obligation of federal funds, but must be provided and obligated before the end date of this agreement.

The Implementing Agency must receive prior written approval by the Executive Director of the Authority for any expenditures of federal and matching funds that deviate from the budget items described in Implementing Agency's CEP and Exhibit B.

#### **SECTION 7. NON-SUPLANTATION**

JAIBG program funds (Federal and match) cannot be used to supplant/replace State or local funds. The JAIBG program funds must increase the amount that would otherwise be available for juvenile accountability purposes from State and local sources.

#### **SECTION 8. PROGRAM PURPOSE AREA DISTRIBUTION OF FUNDS CERTIFICATION**

The Implementing Agency assures that, other than funds set aside for administration, not less than 45 percent of funds granted under this agreement is allocated for program purposes areas 3, 4, 5, 7, 8 or 15, and not less than 35 percent is allocated for program purpose areas 2, 10, or 11. If the Implementing Agency does not comply with the required percentages, the Implementing Agency certifies that the interests of public safety and juvenile crime control are better served by expending its funds in a different proportion.

#### **SECTION 9. COORDINATED ENFORCEMENT PLAN FOR REDUCING JUVENILE CRIME**

The Implementing Agency certifies that it has established a CEP developed by a Juvenile Crime Enforcement Coalition. Unless otherwise approved by the Authority, the Juvenile Crime Enforcement Coalition must consist of individuals representing (1) police, (2) sheriff, (3) prosecutor, (4) State or local probation services, (5) juvenile court, (6) schools, (7) business, and (8) religious affiliated, fraternal, nonprofit, or social service organizations involved in crime prevention. The Implementing Agency may add, or pursuant to OJJDP direction the Authority may require, additional representation.

#### **SECTION 10. PROGRAM DESCRIPTION, BUDGET EXHIBITS AND AMENDMENTS**

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the attached and incorporated Exhibit A, the Budget attached and incorporated as Exhibit B, and the program described in the Implementing Agency's CEP, which is incorporated into this Agreement.

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

#### **SECTION 11. OBLIGATIONAL LIMITATION**

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

#### **SECTION 12. PROGRAM INCOME**

All income, including income resulting from interest, generated as a direct result of the program described in Implementing Agency's CEP and Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The Federal proportion of program income must be accounted for up to the same ratio of Federal participation as funded in the program. The Implementing Agency may retain program income for any purpose that furthers the objectives of the JAIBG Program. Implementing Agency shall report and account for such program income as required by the Authority.

#### **SECTION 13. REPORTING AND EVALUATION REQUIREMENTS**

The Implementing Agency shall submit progress reports covering every quarter, with quarters beginning at the start of the calendar year, by the 15<sup>th</sup> day of each month following the quarter. The Implementing Agency shall also submit fiscal reports on those dates detailing financial expenditures for the previous period. The Implementing Agency shall also file final progress and financial status reports, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

#### **SECTION 14. MAINTENANCE OF RECORDS**

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's

most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if an audit or review is in progress or the findings of a completed audit or review have not been resolved satisfactorily. If either of these two preceding conditions occurs, then records shall be retained until the audit or review is completed or matters at issue are resolved satisfactorily.

#### **SECTION 15. CLOSE-OUT REQUIREMENTS**

Within 45 days after the expiration date of this agreement or any approved extension thereof, the following documents must be submitted by the Implementing Agency to the Authority: (a) final progress and financial status reports; (b) property inventory report; and (c) other documents required by the Authority.

#### **SECTION 16. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the Generally Accepted Government Auditing Standards (GAGAS), the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in this agreement and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

#### **SECTION 17. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS**

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request

that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance.

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

#### **SECTION 18. SUBCONTRACTING**

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

#### **SECTION 19. ASSIGNMENT**

The Implementing Agency shall make no assignment or transfer of this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

## SECTION 20. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

## SECTION 21. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

Equipment and commodities acquired by the Implementing Agency with agreement funds shall be used for purposes of the program described in Implementing Agency's CEP and Exhibit A only. The Implementing Agency shall retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by federal funds. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced or there is no longer a need for the equipment or commodities, the Implementing Agency shall request instructions from the Authority.

The Authority may deny equipment and commodities costs or require that the Implementing Agency relinquish already purchased equipment and commodities to the Authority, if the Implementing Agency fails to employ an adequate property management system, governing the use, protection and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for equipment and commodities acquired with agreement funds as provided for other equipment and commodities owned by the recipient. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to the Authority.

If, for an item of equipment described in Implementing Agency's CEP and Exhibit A to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;

- B. Cancel this agreement;

- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or

- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

## SECTION 22. CONFLICTS OF INTEREST

The Implementing Agency agrees to comply with the provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

## SECTION 23. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- The Fiscal Year 2003 Appropriations Act (Public Law 108-7), Juvenile Accountability Incentive Block Grants Program Guidance Manual, Version 3.0 (September 2000) and any future JABG Program Guidance Manuals, and Juvenile Accountability Incentive Block Grants Regulations (28 CFR Part 31).
- Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Executive Order 12372, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

- Provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 31, OJJDP grant programs; Part 33, Bureau of Justice Assistance grant programs; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Governmentwide Debarment and Suspension (Nonprocurement); Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; and Part 83, Government-wide requirements for drug-free workplace (Grants).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars. 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Archeological and Historical Preservation Act of 1966, 16 U.S.C. 569a-1 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

**SECTION 24. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION**

If the Implementing Agency undertakes new activities related to the use of federal grant or matching funds in connection with the program that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and OJJDP, in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in this agreement.



The Implementing Agency acknowledges that this section applies to new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program, the terms of this section must be met.

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

- New construction.
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by OJJDP, the Implementing Agency shall cooperate with OJJDP in any preparation by OJJDP of a national or program environmental assessment of that funded program or activity.

#### **SECTION 25. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION**

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency certifies it shall assist the Authority and OJJDP in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall

contact the Authority. The Implementing Agency shall provide the Authority with any information needed to comply with NHPA.

This may include assisting the Authority and OJJDP in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the Implementing Agency receives written approval from the Authority.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OJJDP in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for the proposed renovation being exempt from the NHPA.

#### **SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION**

If the Implementing Agency has 50 or more employees and is receiving at least \$25,000 through this agreement, or another grant funded by the U.S. Department of Justice, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity program in accordance with 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures. If required by this section, the Implementing Agency certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification will indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement.

#### **SECTION 27. CIVIL RIGHTS COMPLIANCE CERTIFICATION**

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with

any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472), and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on

the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency shall complete and submit the Civil Rights Certification. If the Implementing Agency has had findings of discrimination within the past 5 years, a copy of any findings of discrimination must be sent to the Authority along with the Certification.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

#### SECTION 28. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

If a project has a research or statistical project component under which information identifiable to a private person will be collected, then the Implementing Agency must submit a Privacy Certificate. The Certificate shall briefly describe the project and contain certain privacy assurances as enumerated in the Confidentiality of Identifiable Research and Statistical Information Regulations. (28 C.F.R. Part 22).

As applicable, the Implementing Agency agrees to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. The Implementing Agency certifies that it shall take full responsibility and will be accountable for narcotic-related intelligence and investigative information collected, maintained and disseminated as a result of the program described in Implementing Agency's CEP and Exhibit A and that program personnel will comply with all standards set forth in this agreement.

As applicable, all program personnel shall comply with the obligations for confidentiality and dissemination of narcotic-

related intelligence and investigative information placed on inspectors for the Department of State Police by the Department's rules of Conduct (20 Ill. Adm. Code 1220.130(h)), by the Department's internal operating procedures (DCI OPS 9 Dissemination of Narcotic-Related Information to Other Agencies, August 15, 1979; MDI-26 Dissemination of Intelligence and Investigative Information, June 15, 1981), U.S. Department of Justice Criminal Intelligence Operating Policies, F.R., vol. 43, no. 127, June 30, 1978, and by such other rules of the Department or the Authority as may hereafter be adopted.

#### **SECTION 29. DEBARMENT AND A DRUG-FREE WORKPLACE CERTIFICATION**

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace. The Implementing Agency shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Further, the Implementing Agency shall certify that it nor its principals have been convicted of, indicted for, or criminal or civilly charged by a government entity for fraud, violation of antitrust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, and have not had a public transaction terminated for cause or default.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

#### **SECTION 30. LOBBYING CERTIFICATION**

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying

Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

#### **SECTION 31. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

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

#### **SECTION 32. DRUG FREE WORKPLACE CERTIFICATION**

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act 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 (5) 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.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) 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.
  - (2) Specifying the actions that will be taken against

employees for violations of such prohibition.

- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) 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.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) 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 580/5 of the Drug Free Workplace Act.
- (f) 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.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### SECTION 33. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

### SECTION 34. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

### SECTION 35. DISPOSITION REPORTING CERTIFICATION

The Implementing Agency certifies that it is in compliance with the juvenile and adult reporting provisions contained in the Criminal Identification Act (20 ILCS 2630) and the Juvenile Court Act (705 ILCS 405), when applicable. The Implementing Agency agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

### SECTION 36. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES CERTIFICATION

If the program described in Implementing Agency's CEP or Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

### SECTION 37. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Office of Juvenile Justice and Delinquency Prevention reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to

which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

#### SECTION 38. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

#### SECTION 39. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing. Any such publication shall contain the following statement:

"This program was supported by Grant # 2003-JB-BX-0055, awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

Publications subject to these requirements include any written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements, training fliers, and conference and presentation materials, that are substantively based on the project and prepared by the Implementing Agency. These requirements are inapplicable to press releases, newsletters and issue analyses.

#### SECTION 40. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status

listed below are correct:

**Name:** McLean County on behalf of the McLean County Juvenile Detention Center

**Taxpayer Identification Number:** 37-6001569

*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

#### Legal Status:

- Individual
- Sole Proprietor
- Partnership/Legal Corporation
- Tax-exempt
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services
- Governmental
- Nonresident Alien
- Estate or trust
- Pharmacy (Non-Corp.)
- Pharmacy/Funeral Home/Cemetery (Corp.)
- Other: \_\_\_\_\_

#### SECTION 41. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.523 Juvenile Accountability Incentive Block Grants (JAIBG)
- Grant Award Name and Number: Juvenile Accountability Incentive Block Grants Program (2003-JB-BX-0055)
- Grant Award Year: Federal Fiscal Year 2003

#### SECTION 42. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

#### SECTION 43. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

#### SECTION 44. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

#### SECTION 45. TERMINATION OR SUSPENSION OF THE

#### INTERAGENCY AGREEMENT

The Executive Director of the Authority may suspend or terminate performance of this agreement, in whole or in part, when an Implementing Agency fails to comply with any State or federal law or regulation or with the terms or conditions of this agreement. The Authority may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Implementing Agency
- Disallow all or part of the cost of the activity or action not in compliance
- Wholly or partly suspend or terminate the current agreement
- Withhold further awards to the Implementing Agency
- Pursue other legal remedies, as applicable.

If the Authority terminates an agreement, the Authority will notify the Implementing Agency in writing of its decision, specify the reason, afford the Implementing Agency a reasonable time to terminate project operations, and request the Implementing Agency seek support from other sources. An agreement that is terminated pursuant to this section will be subject to the same requirements regarding audit, recordkeeping, and submission of reports as an agreement that runs for the duration of the period of performance. Any appeals will be conducted in accordance with the Authority's Operating Procedures for the Administration of Federal Funds (20 Il. Adm. Code 1520.60).

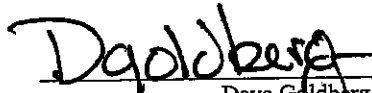
SECTION 46. ACCEPTANCE

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

\_\_\_\_\_  
Lori G. Levin  
Executive Director  
Illinois Criminal Justice Information Authority  
Date

\_\_\_\_\_  
Michael F. Sweeney  
Chairman  
McLean County  
Date

\_\_\_\_\_  
Rebecca McNeil  
Treasurer  
McLean County  
Date

  
\_\_\_\_\_  
Dave Goldberg  
Superintendent  
McLean County Juvenile Detention  
5/22/06  
Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

**EXHIBIT A:  
PROGRAM NARRATIVE**

**JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT PROGRAM**

Please respond to each of the items in the following seven sections. The answers to these questions will be your proposal. You may use additional sheets if necessary.

**I. Description of Organization**

In this section, we are trying to gain a general sense of your agency's overall goals and activities, NOT solely the program for which you are seeking JAIBG funds.

1. Please provide a *brief* description of the program agency.

Geographically, McLean County is the largest in the state of Illinois, located in the heart of Illinois covering approximately 762,000 acres. McLean County continues to be an economic leader in Illinois. The economy finds its strength in insurance, education, healthcare, agribusiness and industry. McLean County consistently has a lower unemployment rate than the state and the union.

The twin cities of Bloomington and Normal make up the vast majority of the county's population. The people of Bloomington/Normal are diverse, well-educated, professional and prosperous. With all the amenities that Bloomington/Normal/McLean County has to offer the population continues to grow.

**Probation Officers and Managers**

Court Services is the largest component of the community correctional element of the criminal justice system. In Illinois, Court Services is under the jurisdiction of the judicial branch of government and each department is responsible to the Chief Judge of the judicial circuit.

The mission of Court Services is to protect the public interest and safety by diligently enforcing court ordered conditions of probation through meaningful supervision strategies and utilizing appropriate supportive resources. The core services of Court Services are to provide investigation and reports to the court, to help develop appropriate court dispositions for adult offenders and juveniles offenders, and to supervise those persons placed on probation. Court Services departments may also provide a broad range of services including: crime and delinquency prevention, pretrial release, adult and juvenile diversion, juvenile detention, intensive probation supervision, specialized DUI services, community services programs, volunteer programs, and family court services

**Juvenile Detention Staff**

The McLean County Juvenile Detention Center is a modern 26 bed short-term secure facility that houses juveniles who have been accused of serious crimes, or who have been sentenced to confinement for a short period of time. The facility offers a year round educational program staffed by two Unit #5 teachers (regular/special ed.) and one



administrative assistant. Our daily program also provides recreational activities, mental health assessments and counseling, substance abuse assessments and counseling, health, personal hygiene and life-skills training, and a variety of cultural enriching programs provided by community volunteers.

Our Mission is to create and maintain a safe, clean, and secure environment in which our staff will deal with each child in a fair, firm, compassionate and consistent manner, treating each child with respect and dignity while holding them to behavioral expectations.

Our objectives are to diagnose needs and provide a planned, organized program that is healthy for the body, mind and spirit of each child in our care for the duration of their stay in order to prepare them for a positive transition out of our care back to their home or an alternative residential setting, as ordered by the court.

### **Community Based Service Provider**

One community based service provider, the Catholic Charities of the Diocese of Peoria's Youth Intervention Program (YIP), works closely with Juvenile Court Services, including Juvenile Probation, Juvenile Special Services and Juvenile Detention. The major focus of services provided by this program is to offer prevention, diversion, and intervention services targeting youth to stabilize families in crisis, prevent juvenile delinquency, and divert youth at risk of involvement in the child welfare or juvenile justice system. In McLean County, Catholic Charities offer a variety of programs and services from unified delinquency intervention, home detention monitors, court advocacy, facilitating programs both at the juvenile detention center and the juvenile extended day alternative to detention program.

## **II. Summary of Program**

This section will help us understand the program for which you are seeking JABG (federal and match) funds. **Do not** include a description of activities that will not be funded through JABG.

1. List the Goal(s) and Objective(s) of this program.

### **Goal(s):**

To provide training to direct care professionals from the juvenile detention, probation, and correctional services field in innovative program services approaches being implemented within the Juvenile justice system throughout the country.

### **Objective(s):**

To provide training for probation officers and managers.  
To provide training for juvenile detention staff.  
To provide training for community based service providers.

2. Please provide the JABG purpose area(s) this program will address.

JABG Purpose Area: #\_16\_\_\_\_

JABG Purpose Area: #\_ \_\_\_\_\_

JABG Purpose Area: #\_ \_\_\_\_\_

3. Please provide a narrative description of the program that is being proposed. This explanation should not exceed one page and should include (a) how the program will further the JABG purpose areas selected above, and (b) what strategies will be used to successfully implement the program.

The National Juvenile Training Institute is providing a Conference training, focus groups and policy discussions that will be led by nationally recognized individuals at the federal, state, local, organizational and private sector level(s). Workshop training will address topics related to Juvenile Detention Services, Juvenile Corrections/Institutions, Community Based Programs, Critical Management Issues, Education of Youth Health Issues/Services, Mental Health/Substance Abuse, and training Issues. Workshops will vary in length and participants may select presentations from any of the topics. Attendees will also have the opportunity to network and share ideas with other professionals that work with at risk youth and their families

4. Discuss progress made toward securing other funds to continue the program upon expiration of federal funding.

This is a proposal to attend training/conference seminars.

### III. Statement of Problem

This section should document the problem(s) faced by juveniles in your area that explains why this program is needed. Describe the juvenile crime and delinquency problem in your area and how it has changed in recent years. If the problem is system-oriented (e.g. insufficient number of detention beds), provide sufficient information to describe how the problem developed. Include as much quantitative data as possible; anecdotal information should be provided only if it supports quantitative data. Be sure to include a description of current efforts to address the problem(s), along with an explanation of why these efforts are not sufficiently reducing or eliminating the problem. When applicable, provide information that demonstrates an understanding of previous effective and/or ineffective efforts to address similar problems. Please limit your problem statement to two pages.

Over the past 12 years that the McLean County Juvenile Detention Center has been open, we have averaged 50% of admissions being accounted for by repeat offenders. In 2005, 116 individuals accounted for 185 McLean County admissions, with similar statistics for our out of county admissions. The average length of stay in the McLean County Juvenile Detention Center is 18.7 days. By working with probation and the community based providers we can have a system wide approach to reach juveniles for a longer period of time.

We are determined to seek out collaborative solutions to help reduce the number of individual admissions. Team training opportunities will help the juvenile system in McLean County come together and focus on the individual needs of the juveniles.

#### IV. Progress Review

This section should be filled out if this is a continuing grant only. If you are applying for a new grant, please mark N/A in each box and continue on to Section V.

1. Explain program progress during the past funding cycle(s) and progress toward program performance measures.

N/A

2. Explain the impact the federal funds have had on your existing juvenile justice program.

N/A

#### V. Performance Measurement

In this section, the applicant should list the performance measures that will be used to measure progress throughout the grant period. Each grantee receiving JAIBG funds is responsible for collecting information on performance indicators. All of the information regarding purpose areas and performance indicators (i.e., output indicators, short-term outcomes, and intermediate-term outcomes) must be selected from the options provided. These indicators should not be altered; doing so will preclude the ability of the state and federal efforts to aggregate the data provided. Outcome indicators, short-term outcomes, and intermediate-term outcomes should be selected based upon their relevance to the program's objective(s).

1. Please provide the appropriate performance measures for each JAIBG purpose area the program will address. You are required to establish performance measures for

each indicator (i.e. select at least one output indicator, one short-term outcome indicator, and one intermediate term outcome indicator for each purpose area).

JAGG PURPOSE AREA (from Ex. A Instructions)	PERFORMANCE MEASURE (from Appendix A)	DATA FOR EACH PERFORMANCE MEASURE (from Appendix B)
16. hiring detention and corrections personnel, and establishing and maintaining training programs for such personnel to improve facility practices and programming.	Output Indicator #: 5 Number and percent of staff trained in improving facility practices and/or programming	a. Number of staff trained b. Number of staff c. Percent (a/b)
	Short-term Outcome Indicator #: 8 number and percent of staff to rate the training as helpful	a. Number of staff to rate training as helpful b. Number of staff trained c. Percent (a/b)
	Intermediate Outcome Indicator #: 17 Number and percent of available accountability programming options used.	a. Number of accountability options used b. Number of accountability options available c. Percent (a/b)
	Output Indicator #:	a. b. c.
	Short-term Outcome Indicator #:	a. b. c.
	Intermediate Outcome Indicator #:	a. b. c.
	Output Indicator #:	a. b. c.
	Short-term Outcome Indicator #:	a. b. c.
	Intermediate Outcome Indicator #:	a. b. c.

## VI. Implementation Schedule

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The Implementation Schedule should indicate: the JAIBG funded activities and services that will be provided; the month the activity/service begins; the month the activity/service is completed; the personnel responsible for each activity/service; and the frequency with which the activity/service will be provided. Please use the following implementation schedule form using examples as a guide.

Task	Month Started	Month Completed	Personnel Responsible	Frequency
EXAMPLE Recruit and train 10 mediators	Month 2	Month 3	Program Administrator	N/A
EXAMPLE Referring youth to community service	Month 1	Ongoing	Coordinator	Weekly
Submit Quarterly Fiscal & Data Report and Final closeout materials	Month 3	Month 3	Staff	Once
Attend Training	Month 3	Month 3	Staff	Once

**VII. Local Advisory Board -- Juvenile Crime Enforcement Coalition (JCEC)**

In this section, list the JCEC members and meeting schedule information. If needed, include information explaining why the membership list is not complete, if the JCEC has not yet approved your program proposal, etc.

States and local units of government receiving JAIBG funds *must* develop a Coordinated Enforcement Plan (CEP) for reducing juvenile crime. The CEP indicates which purpose areas will be focused on and provides an overview of the rationale of the program(s).

JAIBG federal guidelines require local JCECs to “include, unless impracticable, individuals representing (1) police, (2) sheriff, (3) prosecutor, (4) state or local probation services, (5) juvenile court, (6) schools, (7) business, and (8) religious affiliated, fraternal, nonprofit, or social service organizations involved in crime prevention.”

<u>Member Name</u>	<u>Title</u>	<u>Representing</u>	<u>Phone Number</u>

1.	Larry G. Trent		Police	217 782 7263
2.			Sheriff	
3.	Richard Devine	States Attorney	Prosecutor	312 603 1862
4.			State or Local Probation Services	
5.			Juvenile Court	
6.			Schools	
7.			Business	
8.	Gary Leofanti	President, Aunt Martha's YSC	Other Organizations	708-754-1044
9.	Michael Mahoney	Chairman	Illinois Juvenile Justice Commission	312 813 9863
10.	Patricia Connell	Commissioner	Illinois Juvenile Justice Commission	847 475 7548
11.	Rodney Ahitow	Commissioner	Illinois Juvenile Justice Commission	309 789 1011
12.	Barbara Engel	Victim Services Consultant/ICJIA Authority Board Member	ICJIA	772 363 3792
13.	Sheldon Sorosky	Chairman	ICJIA/JCEC	312 640 1776
14.	Lori G. Levin	Director	ICJIA	312 793 8550
15.	Roger E. Walker, Jr.	Director	IDOC	217-522-2666
16.	Wayne Straza	Commissioner	Illinois Juvenile Justice Commission	

Does your JCEC include the required representation? **YES** NO

Has your JCEC approved JAIBG funding for this program? YES **NO**

If your answer is no to either of the two questions above, please explain:

The State of Illinois is in the process of filling in the vacant positions.

JCEC Meeting Schedule: (If your JCEC has not met, explain why)

A JCEC meeting was held on March 22, 2006.  
Next meeting scheduled for May 23, 2006.

**EXHIBIT B: BUDGET**

McLean County on behalf of the McLean County Juvenile Detention Center  
Juvenile Scholarship Program  
Agreement #503408

**IDENTIFICATION OF SOURCES OF FUNDING**

	<u>SOURCE</u>	<u>AMOUNT</u>
<b>Federal Amount:</b>	Juvenile Accountability Initiative Block Grant FFY03	\$ 2,615.00
	Subtotal:	\$ 2,615.00
<b>Match:</b>	County of McLean	\$ 291
	Subtotal:	\$ 291
<b>Over-Match:</b>	None	\$ 6
	Subtotal:	\$ 6
	<b>GRAND TOTAL</b>	<b>\$2,912.00</b>

TRAVEL	Cost/person	# of people	# of days	Federal Amount	Match Contribution	Total Cost
National Juvenile Services Training Institute				\$ -	\$ -	\$ -
Conference Registration Fees- non members	\$ 214.00	21		\$ 5940	\$ 297.00	\$ 856.00
Lodging	\$ 91.00	21	4	\$ 1556.00		\$ 1456.00
PerDiem	\$ 7 / quarter	84.00	16 quarters	\$ 448.00		\$ 448.00
Mileage	\$ 152.00	1		\$ 152.00		\$ 152.00
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
<b>TOTAL TRAVEL COST</b>				\$ 2,615.00	\$ 297.00	\$ 2,912.00

\*\* Out of State Travel requires prior Authority approval.

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.  
 (See Attached Budget Instructions)

Conference registration Conference registration fees will be paid for 4 staff member at the rate of \$ 214 per person.

Lodging Conference lodging will be paid for 4 staff members attending the conference at the conference rate of \$ 91 per night x 3 nights.

Per Diem 16 quarters of per diem will be reimbursed to each staff member attending the conference at a rate of \$ 7 per quarter x 4 staff.

Mileage: Mileage from Illinois to Indianapolis, Indiana is estimated at \$ 152 for one vehicle transporting 4 staff members attending the conference



	Federal Amount	Match Contribution	Total Cost
<b>GRAND TOTAL</b>			
TRAVEL 18th Annual national Juvenile Services Training Institute	\$ 2,615.00	\$ 297.00	\$ 2,912.00
<b>TOTAL COST</b>	\$ 2,615.00	\$ 297.00	\$ 2,912.00

Members Renner/Rackauskas moved the County Board approve a Request for Approval to Accept a Grant from the Illinois Criminal Justice Information Authority for a Juvenile Detention Training Scholarship Program – Interagency Agreement #503408 – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**CONTRACT FOR LEASE OF SPACE IN THE  
McLEAN COUNTY JUVENILE DETENTION CENTER  
Contract II - 2006**

**I. PURPOSE**

WHEREAS, under Article VII, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and

WHEREAS, the County of Logan is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et.seq.); and

WHEREAS, the McLean County Board and the Logan County Board have by appropriate action, authorized this Agreement;

WHEREAS, The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum detention days from McLean County to Logan County.

WHEREAS, The County of Logan has used all of the detention days provided for in the first contract for the year 2006; and

WHEREAS, The County of Logan is in need of additional detention days; and

**II. PARTIES**

McLean is the receiving County. Logan is the transmitting County.

**III. TERMS**

Three hundred (300) detention days\* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2007 year then any unused days may be added to the 2007 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$ 24,000.

The transmitting County agrees to make such payment, regardless if the detention days are utilized or not.

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4<sup>th</sup> quarter billing (December 31, 2006).

\* Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention.

#### **IV. BILLING**

This receiving County will bill for services rendered under this Agreement on a quarterly basis. Payment from the transmitting County will be due within 30 days of receipt of the bill.

#### **V. DETAINEES**

Only offenders under seventeen (17) years of age, adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5-3, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or found guilty of direct or indirect criminal contempt may be transmitted. No minor subject to the provisions of Chapter 705, Articles II, III, or IV will be detained. Status offenders will not be accepted under any circumstances.

#### **VI. NOTIFICATION**

The receiving County must be notified prior to transportation of a detainee to the Center. The transmitting County will notify the Center of the transmitting County's intent to recommend detention.

If the transmitting County's Juvenile Court Services Department calls to request that the Center hold a juvenile prior to a Court hearing, authorization for this can be made over the telephone; however, at minimum, a description of the offense or an offense report sheet must accompany the detainee to the Center.

When a juvenile is taken into custody prior to an initial Court hearing, the transmitting County will supply the receiving County with a signed authorization form following the initial Court hearing and a Court order for detention.

If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any information available regarding the detainee's social history, psychological/psychiatric evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

#### **VII. TRANSPORTATION**

The transmitting County is responsible for all transportation of the detainee to and from the Center.

## **VIII. MEDICAL AND MENTAL HEALTH CARE**

The transmitting County is responsible for medical and mental health expenses incurred by detainees from the County while the detainees are being held in the Center.

The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination. There shall be no charge for in-house mental health programs.

If the detainee requires medication, it will be supplied by the receiving County and the transmitting County will be billed at the receiving County's cost, unless the medication is supplied by the detainee's family or physician.

A consent to medical treatment signed by the parents or guardian will be required for admission of Court-ordered detainees. Parent consent forms will be provided within 36 hours on all detainees.

In the case of a medical or mental health emergency, the receiving County will deliver the detainee to a hospital. If the detainee is admitted to the hospital, this will constitute an automatic release from the Center, as receiving County has no facilities for guarding detainees for extended periods outside of the Center. The receiving County shall immediately notify the transmitting County of the medical situation. The transmitting County shall be responsible for notifying the parents or guardian of the detainee. The transmitting County shall be responsible for the cost of the detainee's medical treatment and/or hospitalization. The receiving County will provide security at the hospital for a maximum of six (6) hours from the time that the transmitting County is notified of the detainee's admission to the hospital. After the six (6) hours, security shall be provided by the transmitting County.

## **IX. LIABILITY**

The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

## **X. SEVERABILITY**

In the event any provision of this Agreement is held by any Court to be unconstitutional or in excess of the powers guaranteed by law to the parties to this Agreement, such ruling or rulings shall not void this Agreement. It shall instead be deemed to have severed such provisions from the remainder of this Agreement.

#### **XI. SUPERSEDES OTHER AGREEMENTS**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

#### **XII. ABIDE BY LAWS**

In providing all services pursuant to this Agreement, the receiving County shall abide by all laws and statutes, state and federal, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of the Agreement, and shall entitle the transmitting County to terminate this Agreement immediately upon written notice of termination to the receiving County.

#### **XIII. AMENDMENT OF AGREEMENT**

Any amendments or alterations of this Agreement must be made in writing and signed by both parties.

#### **XIV. NOTICES**

In the event that written notice must be sent pursuant to the provisions of this contract, such written notice shall be sent to:

Roxanne Castleman  
Director of Court Services  
104 West Front Street, Box 2400  
Bloomington, Illinois 61704-2400

Dean Aeilts  
Director of Court Services  
Logan County Court House  
Lincoln, Illinois 62656

#### **XV. TERMINATION OF AGREEMENT**

Any of the parties to this Agreement may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

#### **XVI. INTERPRETATION OF THIS AGREEMENT**

This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and

required to be reflected and set forth herein are incorporated herein by reference.

**XVII. CONTRACT PERIOD AND RENEWAL**

This Agreement shall be in effect on April 1, 2006 and shall be terminated on December 31, 2006.  
The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

**APPROVED:**

**APPROVED:**

\_\_\_\_\_  
Logan County Board Chairman

\_\_\_\_\_  
McLean County Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

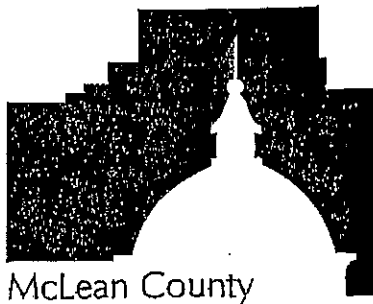
**ATTEST:**

\_\_\_\_\_  
Logan County Clerk

\_\_\_\_\_  
McLean County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## COURT SERVICES

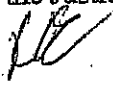
Roxanne K. Castleman, Director

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

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

# Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman 

CC: Honorable Chief Judge Elizabeth A. Robb  
Dave Goldberg

Date: May 22, 2006

RE: Juvenile Detention Bed Space Contract with Logan County

---

Commencing January 1, 2006, Logan County entered into a contract for lease of space in the McLean County Detention Center which guaranteed Logan County 300 juvenile detention days at the rate of \$80.00 per day. Logan County has used all 300 detention days and desires to enter into an additional 300 detention days contract. As with the previous contract the rate is \$80 and any unused detention days will be allowed to be carried over to a 2007 contract.

This contract has been reviewed and approved by the McLean County States Attorney's office.

Mr. Goldberg and I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

Members Renner/Owens moved the County Board approve a Request for Approval of a Contract with Logan County for Lease of Space in the McLean County Juvenile Detention Center – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

An ORDINANCE OF THE  
McLEAN COUNTY BOARD  
INCREASING THE FILING FEE IN ALL CIVIL CASES  
TO OFFSET THE COST OF ESTABLISHING AND OPERATING  
A CHILDREN'S WAITING ROOM

WHEREAS, the Children's Foundation has proposed that the McLean County Circuit Court support and assist in the establishment of a Children's Waiting Room within the McLean County Law and Justice Center; and,

WHEREAS, the proposed Children's Waiting Room would provide temporary day care for children under the age of 7 whose parents are attending a court hearing as a litigant, witness, or for other purposes as determined by the court; and,

WHEREAS, the plans for remodeling the Law and Justice Center include setting aside space in the southwest corner of the third floor for a Children's Waiting Room; and,

WHEREAS, pursuant to 70 *ILCS* 105.27.7, the County Board may increase the filing fee in all civil cases up to \$5.00 to offset the cost of the establishment and operation of a Children's Waiting Room; and,

WHEREAS, pursuant to 70 *ILCS* 105.27.7, the County Board may require the Circuit Court Clerk to charge and collect a Children's Waiting Room fee of not more than \$5.00 to be paid at the time of filing the first pleading, paper, or other appearance filed by each party in all civil cases; and,

WHEREAS, pursuant to 70 *ILCS* 105.27.7, no additional fee shall be required if more than one party is presented in a single pleading, paper, or other appearance; and,

WHEREAS, on May 3, 2006, the McLean County Circuit Court unanimously agreed to support increasing the filing fee in all civil cases \$5.00 to offset the cost of the establishment and operation of a Children's Waiting Room; and,

WHEREAS, the McLean County Circuit Court recommends that the County Board adopt an Ordinance increasing the filing fee in all civil cases \$5.00 to offset the cost of the establishment and operation of a Children's Waiting Room to be effective as July 1, 2006; and,

WHEREAS, the Justice Committee, at its regular meeting on June 5, 2006, recommended to the County Board that, pursuant to 70 *ILCS* 105.27.7, the filing fee in all civil cases be increased \$5.00 to offset the cost of the establishment and operation of a Children's Waiting Room to be effective as July 1, 2006; now, therefore,



(2)


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

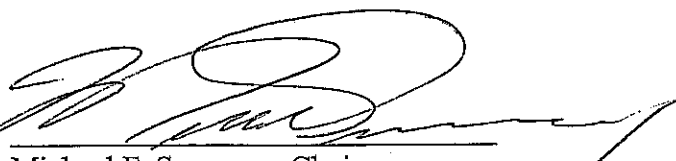
- (1) Pursuant to 70 *ILCS* 105.27.7, the County Board hereby increases the filing fee in all civil cases \$5.00 to offset the cost of the establishment and operation of a Children's Waiting Room.
- (2) Pursuant to 70 *ILCS* 105.27.7, the County Board hereby requires the Circuit Court Clerk to charge and collect a Children's Waiting Room fee of not more than \$5.00 to be paid at the time of filing the first pleading, paper, or other appearance filed by each party in all civil cases.
- (3) Pursuant to 70 *ILCS* 105.27.7, the County Board hereby requires that no additional fee shall be required or charged by the Circuit Court Clerk if more than one party is presented in a single pleading, paper, or other appearance.
- (4) Pursuant to 70 *ILCS* 105.27.7, the County Board hereby establishes July 1, 2006 as the effective date of this Ordinance and hereby provides notice to the Circuit Court Clerk of the effective date to commence the charges and collection of this fee.
- (5) Pursuant to 70 *ILCS* 105.27.7, the County Board hereby directs the County Treasurer to establish a Special Revenue Fund designated as the Children's Waiting Room Fund.
- (6) Pursuant to 70 *ILCS* 105.27.7, upon monthly remittance of the fees collected by the Circuit Court Clerk, the County Treasurer shall deposit the fees in the Children's Waiting Room Fund.
- (7) Pursuant to 70 *ILCS* 105.27.7, the County Board shall make and approve expenditures from the Children's Waiting Room Fund in payment of any cost related to the establishment and maintenance of the Children's Waiting Room, including personnel, heat, light, telephone, security, rental of space, or any other item in connection with the operation of the Children's Waiting Room.
- (8) The County Board hereby directs the County Clerk to forward a certified copy of this Ordinance to the Chief Judge of the Eleventh Judicial Circuit Court, the Circuit Court Clerk, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 20<sup>th</sup> day of June, 2006.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

E:john/cobd/ord\_childrenswaitingroom\_fee062006.jus

OFFICE OF THE CHIEF JUDGE  
ELEVENTH JUDICIAL CIRCUIT

Elizabeth A. Robb  
Chief Judge

William Scanlon  
Trial Court Administrator  
Kay Mitchell  
Administrative Assistant



Law & Justice Center  
104 W. Front Street RM 511  
Bloomington, IL 61701  
(309) 888-5254  
(309) 888-5266 (TCA)  
(309) 888-5602 FAX

Counties of:  
Ford, Livingston, Logan,  
McLean, and Woodford

June 8, 2006

TO: Members of the McLean County Justice Committee

FROM: Chief Judge Elizabeth Robb

RE: Establishment of a \$5.00 Fee Increase for Civil Filings for the Children's Waiting Room

**Background**

In 2002, the Children's Foundation of Bloomington proposed that the McLean County Circuit Court support and assist in the establishment of a Children's Waiting Room within the McLean County Law & Justice Center.

The Waiting Room would provide temporary day care for children under the age of 12 and under for parents who are attending court proceedings. The model is based on DuPage County's development of children's waiting rooms in their facilities.

At the time of the initial proposal space was not readily available within the building. Subsequently, offices have relocated to the Government Center, and remodeling of the Law & Justice Center is scheduled to begin on or after July 1, 2006. Attached is the space currently proposed to be used by the Children's Foundation for a waiting room – it is located in the SW corner of the 3<sup>rd</sup> floor.

Funding remains an issue. The Children's Foundation has secured a \$6,000.00 grant from the Illinois Bar Association for the initial purchase of furniture and toys. The Children's Foundation is requesting assistance in off-setting the on-going operational expenses.

**Proposal**

Under 705 ILCS 105.27.7 a County Board may increase the filing fee in all civil cases from \$1.00 to \$5.00 to offset the cost of the establishment and operation of a children's waiting room. An increase of \$1.00 of the civil filing fees would generate approximately \$6500. A fee increase of \$5.00 would generate \$33,600.00.

On May 3, 2006, the Circuit Court unanimously agreed to support a proposal to raise the filing fees on all civil cases by \$5.00 to fund the children's waiting room.

The McLean County Circuit Court proposes the County Board adopt a resolution effective July 1, 2006 increasing the civil filing fee by \$5.00 per filing to fund this program.

**(705 ILCS 105/27.7)**

Sec. 27.7. Children's waiting room. The expense of establishing and maintaining a children's waiting room for children whose parents or guardians are attending a court hearing as a litigant, witness, or for other court purposes as determined by the court may be borne by the county. To defray that expense in any county having established a children's waiting room or that elects to establish such a system, the county board may require the clerk of the circuit court in the county to charge and collect a children's waiting room fee of not more than \$5. The fee shall be paid at the time of filing the first pleading, paper, or other appearance filed by each party in all civil cases. No additional fee shall be required if more than one party is presented in a single pleading, paper, or other appearance. The fee shall be collected in the manner in which all other fees or costs are collected.

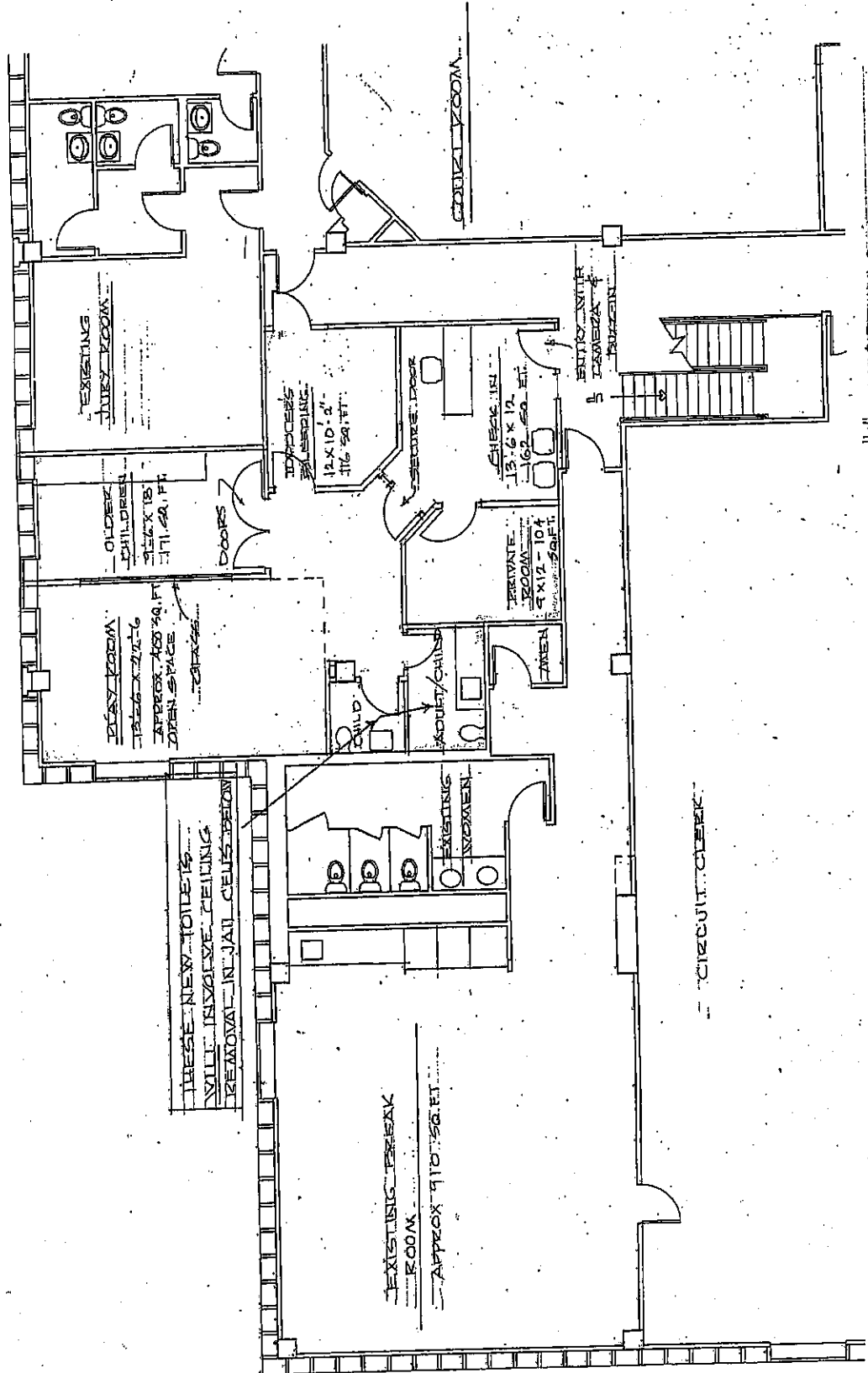
Each clerk shall commence the charges and collection upon receipt of written notice from the chairman of the county board together with a certified copy of the board's resolution. The clerk shall file the resolution of record in his or her office.

The fees shall be in addition to all other fees and charges of the clerks, shall be assessable as costs, and may be waived only if the judge specifically provides for the waiver of the children's waiting room fee. The fees shall be remitted monthly by the clerk to the county treasurer, to be retained by the treasurer in a special fund designated as the children's waiting room fund. The fund shall be audited by the county auditor, and the county board shall make expenditure from the fund in payment of any cost related to the establishment and maintenance of the children's waiting room, including personnel, heat, light, telephone, security, rental of space, or any other item in connection with the operation of a children's waiting room.

The fees shall not be charged in any matter coming to the clerk on a change of venue, nor in any proceeding to review the decision of any administrative officer, agency, or body.

(Source: P.A. 89-717, eff. 1-1-98; 90-117, eff. 1-1-98; 90-655, eff. 7-30-98.)

TOTAL AREA 1099 SQ. FT.



CHILDREN'S FOUNDATION SCHEME "A" 3RD FLOOR

JAN 10, 05 1/8" = 1'-0" YOUNG ARCHITECTS



## Proposal for a Children's Waiting Room at the McLean County Law & Justice Center AKA "The Children's Room"

**Purpose:** To protect children from court business, assist in the orderly administration of justice, and enhance the ability of families to limit the adverse effects upon children in a high-risk environment.

**Funding:** Operating costs for The Children's Waiting Room will be met, in part, by a proposed five dollar-per-case filing fee assessed against civil cases in accord with state law.

In 2005 there were 6,727 civil filings; this includes 587 dissolution filings. Any fee assessed under this act applies to both the plaintiff and defendant. The 6,727 filings reflect both the plaintiff and defendant response filings.

Using the 2005 civil filings:

\$5.00 fee per filing = \$33,635.00 annually

**Why It Is Necessary:** Many of the children who use The Children's Waiting Room are in the courthouse because their parents are parties to criminal charges, divorce proceedings, or petitions for orders of protection. Not infrequently, the children themselves have been witnesses to violence in their homes. In The Children's Waiting Room, children are spared the stress of seeing and hearing traumatic family events relived in Court proceedings. In addition, they are protected from exposure to the transaction of criminal cases, which can be very distressing to young children.

While the primary focus of the program is to protect the children, the program also benefits the operation of the Court system. No longer are children present in the hallways and courtrooms of the courthouse. No longer do they pose a distraction to the orderly administration of justice.

DuPage County Safe Harbor cares for approximately 150 – 200 children per month.

Lake County Kid's Korner cares for approximately 200 children per month, and over 25,000 since it began in 1994.

**What The Children's Room Will Do:** The Children's Waiting Room project proposes a waiting room for children between 6 weeks and 12 years of age, who have been brought to the McLean County Law and Justice Center by parents or guardians who have court business. The Children's Waiting Room expects to provide temporary care for over 1,500 children annually who pass through the courthouse.

**Staffing:** A full-time Coordinator, volunteer caregivers, Illinois State University and Illinois Wesleyan University interns, will staff The Children's Waiting Room. Relief staff that float between programs at The Children's Foundation will be available if needed. If funding allows, a part time employee (20 hours per week) will be added at a later date.

All staff (including volunteers and interns) must complete background checks and finger printing. All staff will be trained in CPR, First Aid, Mandated Reporting and on program requirements.

**Hours of Operation:** The Children's Waiting Room will be open when the Law and Justice Center is open. The room will be open 8:30 am to 12:15 pm and 1:15 pm to 4:30 pm.

**Children's Room Staff:** The Children's Foundation will be responsible for staffing The Children's Room with paid staff, volunteers, and interns. Volunteers will be a strong component in staffing The Children's Room. Hiring, Supervision, Program Management, supplies, volunteer and intern oversight and management, assurance of any licensure requirements (if necessary), and staff liability insurance would be provided by The Children's Foundation.

**Advisory Board:** The McLean County Family Visitation Center Multi-Discipline Advisory Board would provide oversight and guidance for the development of Standards of Operation, Policy and Procedure, and Program Manual for The Children's Room.

**Auxiliary:** Development and implementation of The Children's Room Auxiliary would be provided by The Children's Foundation (the intent of these volunteers would be to assist with fund raising issues).

**Advertising:** The Children's Foundation will issue a media release on the opening of The Children's Room. The County will be asked to place The Children's Room information, forms, guidelines, criteria for admit, etc., on the Mclean County Government website. All McLean County attorneys will be sent information and brochures regarding The Children's Room. There will be postings (as allowed) in the Law and Justice Center with information on The Children's Room.

## **Policies and Procedures:**

### **Criteria for Using The Children's Room:**

- a) Children between the ages of 6 weeks and 12 years may be admitted into The Children's Room (maximum of 13 children at one time, dependent on ages of children admitted)
- b) Children must be in the Law and Justice Center for one of the following reasons:
  - Parent/guardian must appear in court (staff will verify)
  - Parent/guardian is conducting court business (staff will verify)
  - Child is a witness in a proceeding before the court (staff will verify)
- c) Children wearing diapers may be admitted into The Children's Room; however staff cannot change diapers. The parent /guardian will be asked to return if diapers need to be changed.
- d) The parent/guardian must comply with all Children's Room registration procedures and parent guidelines



## Other Courts Use of Children's Waiting Room Act Funds:

**DuPage County:** 18<sup>th</sup> Judicial Circuit DuPage County collects \$5.00 per filing. Budget is \$60,000.00 annually. This budget includes everything: insurance, operating expenses, wages. A majority of the revenue comes from the filing fee. Personnel include one Executive Director and 2 part time workers. The program accepts children 6 mos. to 12 years and have a maximum of 13 children at any one time, dependent on ages (more infants, less children) Angela Imbierowicz & Irene Barr. (2005)

**Kane County:** Kane County collects \$5.00 per filing. Current budget is \$87,000.00 annually. However, this is the projected budget to cover everything, but because they just opened the room in January 2004, this figure may change. It cost them \$70,000.00 to build the room, which they raised through grants and fundraisers. They outsource all personnel; the contract calls for one full time person, and two part time assistants for the room. Our contract requires two adults be present at all times. They also have volunteers to come in during the mornings, which are their peak usage time. They take children who are potty trained (around 3) to age 12 with a maximum of 9 children at one time. The budget is sustained through filing fees. (2005)

**Lake County:** "Kid's Corner" Budget is on average \$80,000 annually. Opened in 1994, and funded since 1999 by filing fees, the program raised filing fees from \$4.00 to \$5.00 per filing in 9/05. Previously the program was funded through donations/fundraisers. They employ 2 full-time (1 director, 1 aide) and 1 part-time worker. They do not use volunteers. They take children 2 years old - 9 years old and capacity is 9 children because of fire code. (2005)

Members Renner/Rackauskas moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Increasing, by \$5.00, the filing fee in all Civil Cases to offset the cost of Establishing and Operating a Children's Waiting Room at the Law and Justice Center - Circuit Court. Member Renner clarified that this will be for children from six weeks to 12 years of age. Member Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the General Report was located on pages 338-345.

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

RESOLUTION

ADOPTING A PRELIMINARY PLAN  
For the Indian Springs Subdivision Phase II, File S-06-09

WHEREAS, John Atherton has requested approval of a preliminary plan for the Indian Springs Subdivision Phase II as provided in the Land Subdivision Regulations of McLean County in file S-06-09;

WHEREAS, said preliminary plan shows 12 residential lots and two out lots; and

WHEREAS, John Atherton is requesting waivers to allow an A-3 surface with a 12" thick base of compacted CA-6 or CA-10 (oil and chip streets) in lieu of asphalt or concrete pavement for the proposed streets and is requesting rural cross sections for the streets with ditches, in lieu of curb and gutter as required by the McLean County Subdivision Ordinance; and

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


WHEREAS, the Land Use and Development Committee recommends that the proposed preliminary plan for Indian Springs Subdivision Phase II be approved but the requested waivers of the Subdivision Ordinance to allow oil and chip streets and ditches be denied; now, therefore,

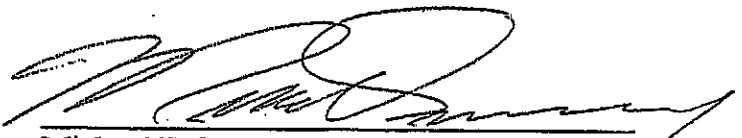
BE IT RESOLVED that the preliminary plan for Indian Springs Subdivision Phase II, File S-06-09, be and hereby is approved but that the requested waivers are denied.

Adopted by the County Board of McLean County, Illinois, this 20<sup>th</sup> day of June 2006

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-06-09**

**1. REFERENCE**

- A. Meeting dates: May 4, & June 8, 2006
- B. Subdivider's name: John Atherton
- C. Subdivision name: Indian Springs Subdivision Phase II

**2. LOCATION AND, LAND USE AND REQUEST:**

- A. Property location: Immediately west of 3700 East Road, immediately south of the Indian Springs Subdivision and approximately 1/3 mile north of 1000 North Road.
- B. Township: Cheneys Grove Township
- C. Parcel Number: 25-19-400-004
- D. Existing zoning: R-1 Single Family Residence District; the County Board approved a zoning map amendment on part of this property to change the zoning classification from Agriculture District to the R-1 District on May 16, 2006 in case ZA-06-02.
- E. Applicant request: Approval of a preliminary subdivision plan for 13 residential lots in the Indian Springs Subdivision Phase II. The applicant is also requesting waivers to allow an A-3 surface with a 12" thick base of compacted CA-6 or CA-10 (oil and chip streets) in lieu of asphalt or concrete pavement and to allow rural cross sections for the street with ditches, in lieu of curb and gutter as required by the McLean County Subdivision Ordinance.

The applicant previously proposed to provide storm water detention on an adjacent property owned by Timothy and Julie Vance. The applicant submitted an amended preliminary plan on May 23, 2006 that shows storm water detention provided on two outlots located within the subdivision.

The existing streets in the Indian Springs Subdivision are oil and chip with rural cross sections. The Cheneys Grove Township Road Commissioner, Paul Bottles, indicates that he prefers oil and chip streets with rural cross sections and supports the requested waivers (see attached communication). He also requests that the applicant be responsible to connect the new street pavement to the existing pavement on Arrowhead Trail.

The applicant has submitted a proposed timeline which I have attached.

- F. Existing land use: Crop production and grass.

**3. DIMENSIONS & REVIEW:**

- A. Size of Parcel: 17 acres in area.
- B. County Health Department: Issues identified by the Health Department are being addressed and they now recommend approval of the preliminary plan.
- C. County Highway Department: The County Engineer has indicated that the Subdivision Ordinance requires the installation of asphalt or concrete pavement and curb and gutter, otherwise, the proposed preliminary plan meets the requirements of the Subdivision Ordinance.

Staff recommends that the proposed preliminary plan fulfills the requirements of the Subdivision Ordinance if the requested waivers are approved. The County Board has established the street standards in the Subdivision Ordinance and has the authority to waive these requirements if they so choose. Staff recommends that the applicant is responsible to connect the new street pavement to the existing pavement on Arrowhead Trail. If the street and curb waivers are denied by the County Board, staff recommends the preliminary plan be amended to show asphalt or concrete streets with curb and gutter, along with other minor changes caused by the change from rural cross section streets to curb and gutter, as approved by the County Engineer.

The applicant indicated that without approval of the waivers, he will not build the subdivision.

Respectfully submitted,



Philip Dick, AICP, Director

Attachment: Communication from the Cheney's Grove Township Road Commissioner  
Applicant's Proposed Time Line

# **Cheneys Grove Township Road District**

---

**Paul Bottles**  
**Highway Commissioner**  
**40096 E 950N Road**  
**Saybrook, IL 61770**  
**(309)475-8111**

June 1, 2006

McLean County Land and Development Committee  
115 East Washington  
Bloomington, IL 61704

**RE: John Atherton-Indian Springs Subdivision Phase II Plan, Saybrook, IL**

To Whom It May Concern:

This letter is in regards to the John Atherton - Indian Springs Subdivision Phase II Plan in Saybrook, IL. The McLean County Subdivision Ordinance requires curbs, guttering, asphalt or concrete. Cheneys Grove Township does not have any curbs, guttering, asphalt or concrete in the road district. Cheneys Grove Road District, has the equipment, ability to maintain and the where with all for oil and chip roads. I request to waive the curb guttering and the hard surface requirements.

If you have any further questions, please do not hesitate to contact me.

Sincerely,



Paul Bottles  
Highway Commissioner  
Cheneys Grove Township Road District

## Proposed Timeline for Indian Springs subdivision phase 2

Summer 2006:

- \*Market lots (none to be closed sale until road stoned/utilities installed)
- \*Hole In One Special (see attached details)

Fall of 2006:

- \*excavation of pond, all drainage, sub grade road, berms, swales, storm drainage underground

Sept/early October 2006:

- \*local farmer to plant grasses/alfalfa, serving as prevention of erosion
- \*possibly stone road (post harvest time)
- \*late October begin planting ground covers, trees, shrubs, some stonework for aesthetic looks/soil erosion prevention
- \*if road stone not installed, scheduled date forwarded to mid May 2007

April/May 2007:

- \*Ameren electric/utilities to serve at least six(6) lots nearer the N/NW corner (all construction traffic to enter into new phase 2 entrance as to help tighten road compaction before surfacing)
- \*2007 speculates 1-3 new home construction, again, starting the furthest point from the township road to the N/NW corner of phase 2. The theme of the subdivision will expand from phase one with more landscape design yielding to natural drainage to the waterway/pond. Homes estimated to be approx. 2000 sq ft, with a high recommendation to (those who build other than the developer) to use alternative energies such as solar, geothermal heat (with all regard to county specs), radiant floor heat, recycled materials, super insulation. The appearance of homes will be "heavily landscaped" and will be a part of the homeowners' agreement prior to occupancy permits being released.
- \*all ditches into all easements will be mowed for aesthetic purposed by developer and the remaining acreage in heavy grasses/alfalfa for erosion control
- \*\$12,000-15,000 spent on ground covers, trees, shrubs, erosion control

October 2007:

- \* Road surface to be installed if two homes have started construction by either the developer or private lot owners. Otherwise, Mid May 2008
- Estimated phase one fully occupied approx. 2012, begin phase 3 in 2011.

Members Gordon/Segobiano moved the County Board approve a Request for Approval of a Preliminary Subdivision Plan for 12 Residential Lots and two Out Lots and to Deny the Requested Waivers in the Indian Springs Subdivision Phase II on Property which is located in Cheneys Grove Township immediately West of 3700 East Road, immediately South of the Indian Springs Subdivision and approximately 1/3 mile north of 1000 North Road, File Number S-06-09. Member Gordon stated the following: the reason this motion was pulled is as follows: when the committee voted to recommend approval of the preliminary plan, a combination of circumstances, I missed it as Chair of the meeting, we failed to include a recommendation from the staff's report, from Mr. Dick's report and this phrase, I am reading her from page 27 of the packet. The last sentence of the staff report says "if the street and curb waivers are denied by the County Board, and this should have been incorporated into our recommendation, staff recommends that the preliminary plan be amended to show asphalt or concrete streets with curb and gutter, along with other minor changes caused by the change from rural cross section streets to curb and gutter, as approved by the County Engineer." I would like to move to amend the recommendation that came from the Land Use and Development Committee to use the language beginning with "the preliminary plan" down to "as approved by the County Engineer." This was seconded by Member Segobiano. Member Gordon clarified with the following: I move to amend the motion, that is the recommendation from Land Use and Development Committee to read: the preliminary plan shall be amended to show asphalt or concrete streets with curb and gutter, along with other minor changes caused by the change from rural cross section streets to curb and gutter, as approved by the County Engineer. Member Dean stated the following: I'm concerned about this. If you are familiar with that area, it is very rural. Curb and gutter will not fit well in this. There is a provision in the Ordinance to allow for a waiver and the local Township Road Commissioners asks for us to approve this and he thinks a waiver should be granted. He is the man that is going to be taking care of these roads. The other point I would like to make is that if we do not approve this waiver the person that said they will develop this area said that they will not move forward with this project due to the costs. Economic Development is really important to these small towns, Saybrook, Arrowsmith, all those small towns that are out there in my district and this is a real plus for them to have homes built in their area. It is good for the schools, it increases the tax base, and the vehicle to put a waiver in place was in the ordinance and I think we should allow this. If you have been in the area you will see how rural it is and I would like to see the Board approve this. I am not exactly sure what our vote should be. Would our vote be NO if we want to deny this motion to approve curb and gutter? Chairman Sweeney stated the following: that is correct. Do you have a request from the Township Road Commission about the request for a waiver in writing? Member Dean stated the following: I believe that is in the packet on page 28. Member Sorensen stated the following: I am going to join my fellow Member from District 2 in opposing this Resolution as presented. I think back five years ago when we made these changes to the subdivision codes and I remember the conversation that had to do with positioning these subdivisions to integrate neatly and uniformly into Bloomington and Normal in particular. I don't think we are in great fear of having this subdivision in Saybrook be part of Bloomington any time soon. The other prevailing conversation had to do with maintainability of the roads and things like that. This Township Road Commissioner is they guy that going to have to do it. Let's not forget that there are still townships out there that are plowing their roads with farm implements and those implements are not necessarily made to handle curb and gutter types of situations terribly well and actually

curb and gutter can present challenges in some places. All of that said, I am with Member Dean on this one. I would gladly approve this but it seems to me that with testimony from area residents that have concerns about disconnect and the appearance of the two parts of Indian Springs, between the old addition and this new phase II and things like that, it sounds to me like McLean County is acting to enforce an ordinance that nobody outside of McLean County wants enforced – the people we work for. Member Segobiano stated the following: I take exception that no one in McLean County wants it enforced. I don't think that is quite true because I don't think that you have really anything to back that statement up. We've spent two meetings in regards to this situation and there was some testimony by residents out there about a lot of situations that exist and one of the first problems we encountered with this was trying to pass a preliminary plan that had a retention basin on someone else's property and the Committee was quite concerned about that, trying to pass a preliminary plan where retention basins were on somebody else's property. In regards to the comment about increasing the family homes out there, the students that school district, we have two different stories, one from the proposed developer who wanted to build a retirement village so to speak and then the lady that was going to provide the land for the retention basin was talking about filling up the schools so the developer wanted retirement homes and the lady that wanted the subdivision was talking about children – totally conflicting statements. We took into consideration everything that the highway department had to recommend. We talked to the Road Commissioners out there and there was testimony given in regards to a situation just out there in Crestwicke about the cleaning of the ditches that had oil and chips, the lack of attention by the Road Commissioner due to difficulties because when they came in and cleaned out the ditches they took all kinds of hell and they didn't show up for another five years. It is situations like that and coming into the 21<sup>st</sup> century that our Committee listened to all the testimony both pro and con and I spoke to the Road Commissioner and I said we deal with 40 Road Commissioners in the County and basically four of them who are involved in the subdivision planning and execution and we make one exception here and we are going to make a lot of exceptions because there really aren't any exceptions when you start talking about well if they can do it we can do it. We are well aware of existing subdivisions and the oil and chips and that is where some of the problems existed and where the Road Commissioner didn't go back for five years because of some of the things he had to do to clean up the ditches. We are moving forward with this in keeping in tune with County Board's recommendation and policies and procedures about curb and gutter and I certainly will support the motion that Mr. Gordon proposed. Member Renner stated the following: I do remember when we had the curb and gutter vote for the County that it was the Road Commissioners themselves that contacted me and I think they are the ones that convinced me that was a necessary requirement that they felt that in many areas that they had to clean up the mess of the developments that did not put curb and gutter in it, particularly if there was snow or rain. Since we sometimes talk about reaction I think that I may have had four or five phone calls but it seemed to be a lot at that time in terms of the interest of the Road Commissioners so I am persuaded by a letter from someone that would have to deal with this but are we setting a precedent getting to Segobiano's point. Member Gordon stated the following: this would be a precedent. This has not been done before. There have been waivers granted on various matters having to do with land use, but this would be the first regarding curb and gutter since the County Board adopted the ordinance regarding curb and gutter. Member Baggett stated the following: I wanted to point out that this would cost another \$35,000 per lot for this requirement. Now whether there are a variety of concerns that were raised



in there, as far as the curb and gutter goes, this seems like an unreasonable financial to be placing on a small businessman. You are going to make it impossible for him to do this. We need to think about the consequences then of the financial burden that we are imposing if we require him to do this. Chairman Sweeney stated the following: I am sorry. I am in that business. Where did the \$35,000 per lot come in that is extra? For each by putting that infrastructure in place? Member Baggett stated the following: that was the figure that was given in the committee meeting. I wanted to find out how much the cost would be and that was the figure that was given during the Committee meeting, the \$35,000 extra per lot. Now if that was wrong, the figure they gave out never-the-less it was the figure that was given out. Member Rackauskas stated the following: we didn't get really official figures, they were estimates and I believe the \$35,000 was the cost. I do not know if it was extra, it was never decided how much is it to do curb and gutter versus the other because there is still cost in digging ditches, or is it above and beyond. I do not think that was determined as an exact figure to use. Chairman Sweeney stated the following: I am not going to get into that. Member Gordon stated the following: I wanted to add that figure was provided by the applicant's engineer. Chairman Sweeney asked the following: was it the civil engineer? Member Gordon stated that it was. Member Moss asked the following: when was that curb and gutter ordinance put in place? What year was that? Member Gordon stated the following: my recollection is 2000 or 2001. It was a rewrite, an amendment to the existing subdivision ordinance. Member Owens asked the following: do we know the price range of the homes he was wanting to build? Were we talking \$150,000 to \$200,000 homes? Was there any projection on that? If the people are talking about this being good for tax base, what type of homes? Chairman Sweeney stated the following: we are talking about 2,000 square foot homes, minimum. Member Segobiano stated the following: in regards to the \$35,000 provided by the civil engineer, there was a comment made in Committee that this was simply a request for waiver and the petitioner certainly should have had prepared for the either or. Either it was granted and knew the cost of developing that subdivision with the oil and chip or what it would cost with the curb and gutter and it was just certainly a bold word forward that if you don't do it for me then I am not going to move forward with it. but with the statement that it is going to add costs, I can see every developer running in here to the County and saying that it will cost me dollars if I have to put curb and gutter there. It is an ordinance and it has a purpose and I think we should stand by it. Member Hoselton stated the following: I agree with Paul depending upon the location of where they are building at. You go out in Cheney's Grove, when you put the curb and gutter and we're used to going down and saying manholes for the water to run out, they are not going to have that. Where if you leave the gutter off it will run into the ditches and natural flow. If you take Linden north in Normal there is a stretch out there in the middle of nowhere where a farm house was rebuilt and they have a curb and gutter is there and as you drive along that is the only stretch between normal and Hudson, It is kind of a surprise when you come over the hill and there it is but I understand the Committee's dilemma but I would like to see this go back to Committee because did you see this letter from the township. I think the developer did a bad presentation because you put curb and gutter in and you have to have egress for that water to go and put in tile and country boys just let it run in the ditch. In this particular case, I don't like voting against the Committee but I don't think they took into consideration the situation out there. Maybe they did. Member Segobiano stated the following: we do get recommendations from the Health Department and the Highway Department and we were supported in our action. Member Hoselton stated the following: under the circumstances, I'd like to send this back to Committee. I am

making the Motion to send this back to Committee because I think it is deserving a different view on it. Maybe I am doing the wrong thing but rather than just go over the Committee and throw mud in their face. Member Dean seconded the motion. Member Gordon stated the following: as a point of order, we are debating right now an amendment to the main motion. The motion to be sent back to Committee should be in reference to the main motion rather than simple to the amendment. Chairman Sweeney stated the following: Eric might agree with you but at this stage I am not sure that that will pass so let's run that out and then we will go back to the amended motion. Member Gordon stated the following: if we send the amendment back to Committee then we can't vote on whether or not to amend the motion. I moved the motion, I made a motion and Member Segobiano seconded it and then I moved that we approve an amendment. Chairman Sweeney stated the following: correct, but I was trying to get rid of a part so we could go back to the amended motion. We won't accept that substitute motion and there is no second. We are going back to supporting the amended motion. Member Gordon stated the following: we are still discussing whether or not to amend the motion. Chairman Sweeney stated the following: that is correct. Parliamentarian number two has made a decision that we should not deal with the substitute motion. Member Dean stated the following: I believe we have a motion on the floor to refer this to Committee. Chairman Sweeney stated the following: no we do not. Member Gordon is right. I was just trying to move this thing along but obviously I was wrong. Member Dean asked the following: so the motion Member Hoselton made and I seconded is a mute point. Chairman Sweeney stated that was correct. Member Segobiano stated the following: in regards to the packet and the information we received, it should have been well documented in the last month's packet as well as this month's packet that we have dealt with this issue on two different occasions and arrived at a decision which I made the motion in Committee. Had I referred to the last page we would not be discussing this today because there is a technicality on how the motion should have been made. That is why we are discussing the issue today. If Member Hoselton doesn't think we have discussed this thoroughly enough and have not heard enough testimony from the Highway Department and the Health Department and from their engineers, we could send back to Committee for another month's hearing but I feel very certain we will be coming back with a corrected motion and same action today. Member Ahart stated the following: the Land Use and Development Committee has discussed this for the last two meetings and the fact of the matter is if we are to encourage development we need to give this man an answer one way or another. We have already postponed half of the building season. We are at the end of June now. Just out of respect we need to have the whole Board make a decision so that this man knows whether he is proceeding or not. Member Owens stated the following: I look at this and again I don't when was the last time that the, dealing with the curb and gutter when was that ordinance put in, 1999 thank you. The other thing is that I am looking at is that we have got curb and gutter out in the County and I can see from what some of the information that has been giving that they were wanting to put curb and gutter in, my understanding is so if it is closer to Bloomington so it looks more like, it is not so much, it looks a little more curb appeal I guess is what I am trying to say. The other thing is that I look at here is this is a great opportunity for that area to have development in and again I see tax incentives and everything and you go to these other little County out in County in these little subdivisions and they are all most of them and the older ones are they don't have curb and gutter. And again that is kind of more of that setting for that so I thought that was kind of interesting that we would want the ordinance would be passed

something like that but that was the rule of the Board back then but I will support that we go forward and let them go ahead and take a waiver and go ahead and start proposing that they go forth with this because again economic development is what I am seeing out of this and that we would be denying that area that I think would be beneficial for this.  
Member

Bostic stated the following: I hope that everyone remembers Prairieland Subdivision is sitting out in Dry Grove Township. We've got an ordinance on the books. It didn't begin to cover near the problems that have come up out there. Now the ground just sits. It's weed over-grown. It is a sad case. I think the County has got ordinance, got rules on the books. They are provided to the developer before he ever puts pen to paper. I think we need to stick by our rules. Seriously. Member Sorensen stated the following: I appreciate Member Bostic's comment but we have mowingham we have hill and dale. I can name 50 more subdivisions where we haven't had that problem. That is a failure in the developer not our ordinance. Chairman Sweeney stated the following: I might disagree with that. Member Bostic stated the following: Apollo Acres – hilly ground, rolling ground, no curb and gutter. Homeowners have brought gravel in and poured it in the ditches so they can enhance their parking and it forces the water out into the street, forces it into their neighbors' yards. Curb and gutter would have solved that. The subdivision was built to early. Member Rackauskas stated the following: I reiterate with Member Bostic. There were two major discussions in committee. One was we have set precedence with an ordinance. Otherwise, why have an ordinance. The only time you should ask for a waiver is under very extreme conditions. There is nothing extreme about this. This is a rural subdivision that is being developed and that is the only time waivers should be granted. Otherwise, why have standards and this is a standard. Therefore if you let it be in this subdivision, all future subdivisions should have the same right. Like Member Segobiano said, the next developer will have the same costs. The other part of the equation is not only that initially it costs more but townships don't have a lot of money to work with over the lifespan of roads. We see this over and over again. They come before us saying, we don't have the money to maintain that is why the roads aren't being done. Well, these roads are very expensive to maintain. Curb and gutter is more money up front but then it is shared by the developer and shared by the people who are building that home. Otherwise, everyone in that community has to share in the burden of a higher maintenance over the years. Therefore, it takes away from the schools and everything else that needs money. That was one of the major factors. Don't be fooled because something costs more in the future that it's cheaper. It's not cheaper, it is a lot more to maintain those roads over the lifespan of the year. I want people to be a little more proactive than reactive to a situation because down the road the townships don't have the money. One person today can say yes go ahead don't do the curb and gutter but they might not be the township person having to find the money in the budget down the road five or ten years because we do have a change over in our township commissioners. So if you are looking at economic development and what is going to be good for the community, look at long term not just the initial. You get what you pay for. That's why the ordinance went through a little over five years ago. This was heavily discussed back then. Member Sorensen stated the following: for the sake of this case, I appreciate Member Rackauskas's comments. I will simply say that there was conflicting testimony about costs, current and future, presented at Committee and at the hearings on this. Chairman Sweeney stated the following: we have a motion on the floor to amend the main motion. A vote yes would mean that you are amending the main motion. Clerk

Milton shows the roll call vote as follows: Ahart-no; Baggett-no; Bostic-yes; Cavallini-yes; Dean-no; Gordon-yes; Harding-yes; Hoselton-no; Moss-no; O'Connor-yes; Owens-no; Rackauskas-yes; Renner-yes; Segobiano-yes; and Sorensen-no. Motion carried eight to seven. Chairman Sweeney stated the following: now we will vote on the main motion as amended. A vote yes is to approve the main motion as amended and a no vote means you are not supporting it. The Chairman will vote. Clerk Milton shows the roll call vote as follows: Ahart-no; Baggett-no; Bostic-yes; Cavallini-yes; Dean-no; Gordon-yes; Harding-yes; Hoselton-no; Moss-no; O'Connor-yes; Owens-no; Rackauskas-yes; Renner-yes; Segobiano-yes; Sorensen-no; and Sweeney-yes. Motion carried nine to seven.

Member Gordon stated the following: General Report of the Land Use and Development Committee can be found on pages 346-352.

#### REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Lindberg stated the following: Nothing to report and would be happy to answer any questions.

#### OTHER BUSINESS AND COMMUNICATION:

Member Owens stated the following: I wanted to ask a question. Usually in July is when the in the third week in July is when we have our NACo conference due to that being pushed back to the first week of August will we be meeting the third week in July and are we going to be can we offset our Committee meetings by a week? Mr. Lindberg stated that the Committees affected by the July 4<sup>th</sup> holiday have all made their decisions about their meetings on July 3<sup>rd</sup> as well as on July 5<sup>th</sup> in terms of the actual County Board meeting there has been no discussion about changing that as scheduled. Member Owens stated that he was talking about he Committee dates in August. Mr. Lindberg stated the following: there has been no change at this time to any of the regularly scheduled August Committee meetings. It certainly can come up for discussion either at your Committee session in July.

Chairman Sweeney stated the following: the other item is regarding the NACo convention. Anybody interested in going to NACo should get a letter to me immediately. We currently have three people signed up and if anybody else wants to we have a budget constraint so we need to know exactly what will happen so if you are, let us know.


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

MCLEAN COUNTY BOARD COMPOSITE

June 20, 2006

2006 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$419,102.40	\$419,102.40
Finance		\$954,678.68	\$954,678.68
Human Services		\$525,476.02	\$525,476.02
Justice	\$1,068.30	\$2,397,191.56	\$2,398,259.86
Land Use		\$18,127.30	\$18,127.30
Property		\$266,940.88	\$266,940.88
Transportation		\$953,589.16	\$953,589.16
Health Board		\$347,387.82	\$347,387.82
T.B. Clinic		\$18,863.88	\$18,863.88
Disability Board		\$47,889.14	\$47,889.14
Total	\$1,068.30	\$5,949,246.84	\$5,950,315.14




Michael F. Sweeney, Chairman  
McLean County Board

Members Owens/Bostic 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 Owens/Renner moved for adjournment until Tuesday, July 18, 2006 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:55 a.m.

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

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

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF McLEAN     )

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 20th day of June, 2006, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 12th day of July, 2006.

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