

Proceedings
of the
County Board
of
McLean County,
Illinois

June 19, 2007

*Subject to approval at
July 24, 2007
County Board Meeting*



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June 19, 2007

The McLean County Board met on Tuesday, June 19, 2007 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 Caisley and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members Walter Clark, Rick Dean, George Gordon, Ann Harding, Stan Hoselton, Duane Moss, Bette Rackauskas, Tari Renner, Paul Segobiano, Matt Sorensen, Terry Baggett, Diane Bostic, John Butler, Don Cavallini, and Michael Sweeney.

The following Members were absent:

Robert Nuckolls, Benjamin Owens, David Selzer, Cathy Ahart, and William Caisley.

Consent Agenda:

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

1. Consent Agenda:
 - A. Approval of the Proceedings of the County Board, May 15, 2007
 - B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of Resolution and Letting Results from May 30, 2007 Non-MFT County Maintenance Section
 - 2) Request Approval of K & R Gravel Road Use Agreement (CH 15)
 - 3) Request Approval of Sport Redi Mix Road Use Agreement (CH 15)
 - 4) Request Approval of Sprint Right-of-Way Permit Agreement
 - C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval of the application in case SU-07-06 for a special use to allow a dog kennel in the Agriculture District on property which is located In Gridley Township at 14980 Kappa Road, El Paso, IL
 - b) Request Approval of the application in case SU-07-07 for a special use to allow a parking lot accessory to a church in the R-1 Single Family Residence District with a waiver of the paved parking requirement on property which is located in Bellflower Township immediately north of Grape Avenue and 220 feet south of 100 North Road in the unincorporated town of Osman, IL
 - c) Request Approval of the application in case SU-07-08 for a special use to allow a single family residence in the Agriculture District for the daughter of farm owners on property which is located in Dale Township immediately east of 600 East Road and approximately ¾ of a mile north of 1250 North Road
 - 2) Subdivision Cases:
 - a) Request Approval of the application in case S-07-07 for a vacation plat for a part of the front building setback area of Lot 3 Flying “W” Estates Subdivision which is located in Empire Township at 5 Pinto Dr., LeRoy, IL.
 - b) Approval of the application in case S-07-09 for a vacation plat for a part of the front building setback area of Lot 8 Kickapoo Meadows Subdivision which is located in Randolph Township at 3311 Country Meadow Lane, Heyworth, IL
 - c) Request Approval of the application in case S-07-10 for a vacation plat for a part of a drain tile easement area of Lot 25 in Sherwood Subdivision which is located in Old Town Township at 9506 Abby Way, Downs, IL

D. Transfer Ordinances

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

- 1) Executive Committee
 - a) Request Approval to Display County Logo on CAEPV (Corporate Alliance to End Partner Violence) Website – Risk Management
 - b) Request Approval of Centranet Renewal with Verizon – Information Services
 - c) Request Approval to Purchase Storage Area Network Device from GSA Contract – Information Services
 - d) Request Approval to Purchase Intrusion Prevention System under GSA Contract – Information Services
 - e) Request Approval to Accept the Recommendation of the County Administrator and First Assistant State’s Attorney to Open or keep Closed certain *Executive Session* Minutes – County Administrator
- 2) Finance Committee
 - a) Request Approval of Resolution of the McLean County Board Approving Recommended Boundary Changes for Certain Precincts – County Clerk’s Office
- 3) Property Committee
 - a) Request Approval of a 2-year Lease Agreement with Cross Implement for a single Tractor/Endloader and a 2-year Lease Agreement with Martin Bros. Implement, Inc. for a Single Tractor/Endloader – Parks and Recreation
 - b) Request Approval of VanGuard Energy Services Natural Gas Supply Contract for McLean County Facilities for September 2007 – August 2009 – Facilities Management

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

1) REAPPOINTMENTS:

CROPSEY STREET LIGHT DISTRICT

Mr. Mark Hall

120 Belle Prairie St.

Cropsey, IL 61731

(Three-year term to expire on June 30, 2010)

BOARD FOR CARE & TREATMENT OF PESONS WITH DEVELOPMENTAL DISABILITIES (377 BOARD)

Ms. Corliss Tello
10140 Old Sawmill Road
Bloomington, IL 61704
(Three-year term to expire on June 30, 2010)

McLEAN COUNTY BOARD OF HEALTH

Ms. Rebecca Sue Powell
21 Bent Tree Lane
Towanda, IL 61776
(Three-year term to expire on June 30, 2010)

T.B. CARE AND TREATMENT BOARD

Ms. Rebecca Sue Powell
21 Bent Tree Lane
Towanda, IL 61776
(Three-year term to expire on June 30, 2010)

ZONING BOARD OF APPEALS

Ms. Sally Rudolph
1918 Owens Drive
Bloomington, IL 61701
(Five-year term to expire on January 1, 2012)

2) APPOINTMENTS:

CLEARVIEW SANITARY DISTRICT

Pamela L. Augstin
101 Margaret Street
Bloomington, IL 61704
(Three-year term to expire on May 3, 2010)

CLEARVIEW SANITARY DISTRICT

Michael S. Rosenau
3013 Robert St.
Bloomington, IL 61704
(To complete a Three-year term to expire on May 5, 2008)

McLEAN COUNTY BOARD OF HEALTH

Stephen C Pilcher, MD, FAAFP
25262 Arrowhead Lane
Hudson, IL 61748
(Three-year term to expire on June 30, 2010)

T.B. CARE AND TREATMENT BOARD

Stephen C Pilcher, MD, FAAFP

25262 Arrowhead Lane
Hudson, IL 61748
(Three-year term to expire on June 30, 2010)

3) RESIGNATIONS

McLEAN COUNTY BOARD OF HEALTH

Jay Willey, M.D.
2406 East Washington Street
Bloomington, IL 61701

T.B. CARE AND TREATMENT BOARD

Jay Willey, M.D.
2406 East Washington Street
Bloomington, IL 61701

G. Approval of Resolutions of Congratulations and Commendation

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

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on June 5, 2007, for a letting held on May 30, 2007 for one (1) McLean County 2007 Non-MFT Construction Section, and,

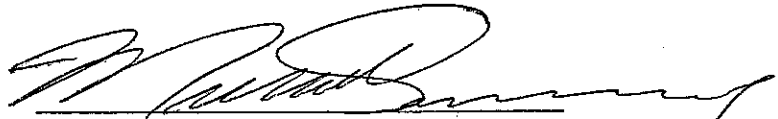

WHEREAS, the Transportation Committee duly approved the bids on June 5, 2007, now, therefore,

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

2007 Non-MFT CONSTRUCTION SECTION:

Dunn Company, a Div of Tyrolt, Inc, 724 N Mercer St, Decatur, IL 62522, was the successful bidder on the following section:

McLean CountySec 07-00130-15-PV.....Colfax / Weston Rd..... \$1,232,648.00


Michael F. Sweeney, Chairman (date) 

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on June 19, 2007.

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 19th day of June A.D., 2007.

[SEAL}


County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT

May 30, 2007

McLEAN COUNTY
SEC. 07-00130-15-PV (NON-MFT)

ITEM	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	DUNN CO Bid Bond		TOTAL
					UNIT PRICE	TOTAL	
Full-Depth Pulverization	Sq Yd	107,850	\$1.15	\$124,027.50	\$1.10	\$118,635.00	\$0.00
Full-Depth Stabilization	Sq Yd	107,850	\$1.60	\$172,560.00	\$1.55	\$167,167.50	\$0.00
Bituminous Materials (Full Depth Recycling)	Gal	302,000	\$2.20	\$664,400.00	\$2.20	\$664,400.00	\$0.00
Final Trimming	Sq Yd	107,850	\$0.53	\$57,160.50	\$0.53	\$57,160.50	\$0.00
Bituminous Materials (Prime Coat)	Gal	11,000	\$3.20	\$35,200.00	\$2.75	\$30,250.00	\$0.00
Bituminous Materials Seal Coat CRS-2	Gal	83,000	\$1.55	\$128,650.00	\$1.57	\$130,310.00	\$0.00
Cover Coat Aggregate CA-14	Ton	1,250	\$18.50	\$23,125.00	\$21.80	\$27,250.00	\$0.00
Seal Coat Aggregate CA-15/16	Ton	1,350	\$16.50	\$22,275.00	\$18.50	\$24,975.00	\$0.00
Recycled Materials Patching	Ton	100	\$110.00	\$11,000.00	\$125.00	\$12,500.00	\$0.00
				<u>\$1,238,398.00</u>		<u>\$1,232,648.00</u>	<u>\$0.00</u>
							<u>-100.00%</u>

ROWE

**AMENDMENT AND EXTENSION OF THE
AGREEMENT FOR THE USE AND IMPROVEMENT OF COUNTY
HIGHWAY 15 (CH 15)**

WHEREAS, The County of McLean and K & R Gravel, Inc. previously entered into an agreement for the improvement of County Highway 15 (CH 15), and

WHEREAS, Based on financial and business circumstances K & R Gravel was unable to fully comply with the terms of the previous agreement, and

WHEREAS, Based on changed circumstances, specifically the development of the Horizon Windfarm, K & R Gravel would like to renew the original contract, and

WHEREAS, A renewal of the agreement would include an update of some of the terms and

WHEREAS, Production of sand and gravel in the Southeastern Portion of McLean County would be beneficial to persons in that portion of the County, and

WHEREAS, County Highway 15 (CH 15) will need to be upgraded to adequately handle increased truck traffic.

Now Therefore, K & R Gravel, Inc. and the County of McLean agree as follows:

This agreement is hereby entered into by and between K & R Gravel, Inc. and the County of McLean to amend and extend the agreement previously entered into for the purpose of improving and maintaining County Highway 15 (CH 15) to allow truck access to K & R Gravel Pit in Section 5 of West Township

K & R Gravel, Inc. hereby agrees as follows:

1. In lieu of the previously required road protection bond, by June 1, 2008 K & R Gravel will provide to the County, without cost to the County, 6000 tons of CA 6 gravel for the repair of two (2) miles of County Highway 15 (CH 15).
2. Also in lieu of the road protection bond, K & R Gravel will provide to the County, without cost to the County, 1000 tons of various grades of gravel on a yearly basis beginning in the Calendar year 2009. This obligation shall cease when K & R Gravel has fully satisfied the contract, meaning when they have paid the full amount of \$250,000 or when they substitute this provision with a road protection bond. Types and grades of gravel shall be as agreed upon by K & R Gravel and the County Engineer.
3. To identify to the contract, set aside and take any other action required by the

County to protect the above-described gravel from any current or potential creditors of K & R Gravel.

4. To set aside an additional 4000 tons of gravel by July 1, 2008 for which the County will pay current market prices.
5. To pay annual fees according to schedule previously agreed upon subject to the following changes

June 2007	\$10,000	Good Faith payment upfront. Receipt of which is hereby acknowledged
August 1, 2007	\$5000	
September 1, 2007	\$5000	
October 1, 2007	\$5000	
November 1, 2007	\$5000	
December 1, 2007	\$5000	
January 1, 2008	\$5000	
February 1, 2008	\$5000	

Fees for Calendar Year 2008 and subsequent shall be as stated in the original agreement between the parties.

6. To pay during the Calendar year 2007, in addition to the above amounts, \$0.25 per ton of material (course and fine aggregate) removed from the pit for any material over 80,000 tons. Removal of water and dirt from the pit is not covered by this agreement and shall not count towards any per ton charges. Concrete leaving the planned concrete plant at the site of the pit shall not be included in the above amounts of material.
7. To pay, during 2008 and subsequent years, in substitution of the amounts called for in our original agreement paragraph 2 b, \$0.25 per ton of course aggregate removed from the pit and \$0.15 per ton of fine aggregate removed from the pit for any year any material removed from the pit exceeds 40,000 tons a year.
8. Payments for amounts over the described per ton limits shall be made contemporaneous with any report that reflects tonnage in excess of the limits listed above.
9. Failure to make a required payment called for by this agreement or to provide certified records of gravel and sand extraction at the times required by this agreement shall constitute a breach of this agreement. Such a breach shall be grounds for termination without notice of all permits to use County Highway 15 (CH 15).
10. K & R Gravel will make a regular report detailing the amount of gravel removed

from the pit to satisfy the obligations set forth herein. The actual dates of such report shall be determined by agreement between K & R Gravel and the County Engineer but shall be no less frequently than on a quarterly basis.

11. K & R Gravel will take all appropriate steps to renew or update their special use permit.
12. K & R Gravel will enter into a contract with the West Township Road Commissioner for the use of the adjacent Township Roads as is necessary as determined by the Township Road Commissioner.

The County of McLean shall:

1. Grant permits, without fee, to semi-truck gravel trucks up to and including the weight of 73,280 pounds traveling from the K & R Gravel Pit North to Illinois State Route 9 and South to US Route 136. Said permits will not be granted during the spring posting season or at anytime when truck traffic on County Highway 15 (CH 15) will damage the road.
2. When sufficient funds are acquired and a plan established, County Highway 15 (CH 15) shall be improved.
3. Provide all routine maintenance on County Highway 15 (CH 15) (snow plowing, striping, signing, ditch cleaning. Etc.)

This agreement is specific to K & R Gravel, Inc. and may not be assigned without the express written consent of the County of McLean.

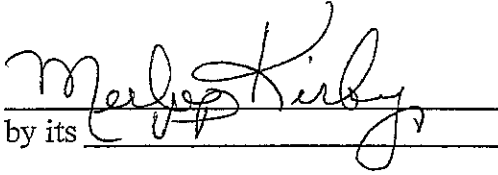
Severability: If any portion of this agreement is determined to be invalid, the remainder of this agreement shall remain in full force and effect.

K & R Gravel, Inc.'s obligations under this agreement shall continue despite the closing of the gravel pit operation and the surrender of their special use permit through January 1, 2010. If after January 1, 2010 gravel pit operations have ceased and County Highway 15 (CH 15) is in good repair as determined by the County Engineer, K & R Gravel, Inc. may terminate this contract with a six (6) months notice.

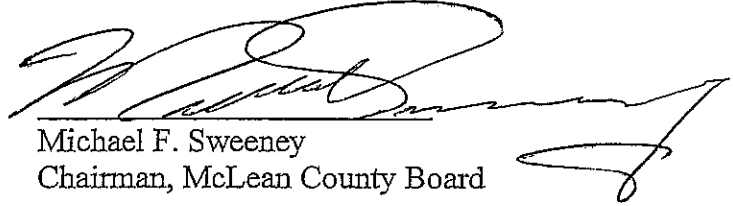
Except as modified by this agreement, the previous agreement between the parties shall be in full force and effect.

This agreement is entered into by and between K & R Gravel, Inc. by proper corporate action and by the County of McLean.

K & R Gravel, Inc.

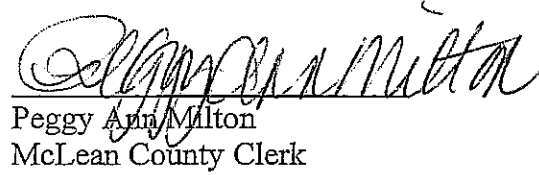

by its _____

McLean County



Michael F. Sweeney
Chairman, McLean County Board

Attest:



Peggy Ann Milton
McLean County Clerk

**AGREEMENT FOR THE USE AND REPAIR OF COUNTY HIGHWAY 15 (CH 15)
SPORT REDI MIX**

WHEREAS, Sport Redi Mix, 401 Wilbur Ave, Champaign, Illinois 61822 intends to provide concrete to Phase II of the Horizon Wind Farm (Twin Groves) from their concrete plant located in the K & R Gravel Pit in Section 5 of West Township, McLean County, Illinois, and

WHEREAS, heavy concrete truck traffic will cause damage to County Highway 15 (CH 15)

WHEREAS, two (2) miles of CH 15 from 3200 East, 750 North to 3300 East, 850 North will need to be repaired after the project is complete, and

WHEREAS, the health safety and welfare of the motoring public calls for the repair of CH 15

Now Therefore, Sport Redi Mix and the County of McLean agree as follows:

This agreement is hereby entered into by and between Sport Redi Mix and the County of McLean to allow concrete truck access from K & R Gravel Pit to the Horizon Wind Farm Phase II and for the repair of two (2) miles of County Highway 15 (CH 15) from 3200 East, 750 North to 3300 East, 850 North.

Sport Redi Mix hereby agrees as follows:

1. To haul concrete in no more than 9 Cubic Yard loads on 4-axle concrete trucks only on the above two (2) miles of CH 15.
2. To haul concrete in no more than 7 cubic yard loads on 3-axle concrete trucks only on the above two (2) miles of CH 15.
3. To ensure all incoming cement and material suppliers use only these two (2) miles of CH 15 with no more than 80,000-pound semi-truck loads.
4. To observe all posted weight limits.
5. To obtain overweight permits when needed.
6. To pay to the McLean County Highway Department Ninety Thousand Dollars (\$90,000.00) upon execution of this agreement.

The County of McLean shall:

1. Grant permits, without fee to 4-axle concrete trucks for 9 cubic yard loads on the above two (2) miles of CH 15. Said permits will not be granted during the spring posting season.

2. Grant permits, without fee to 3-axle concrete trucks for 7 cubic yard loads on the above two (2) miles of CH 15. Said permits will not be granted during the spring posting season.
3. Grant permits, without fee to incoming material loads up to 80,000-pound semi-truck loads on the above two (2) miles of CH 15. Said permits will not be granted during the spring posting season.
4. Grant permits, without fee for movement of the concrete plant to and from K & R Gravel Pit over the same two (2) miles of CH 15, except during the spring posting season.
5. Provide all maintenance on CH 15.
6. Repair CH 15 upon completion of the Wind Farm Phase II.

This agreement shall constitute the full and complete agreement between the parties.

This agreement is not intended to shift the legal responsibilities of any party to the other party.

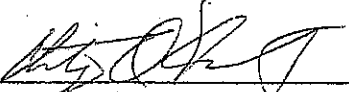
This agreement may not be assigned without the written consent of the parties.

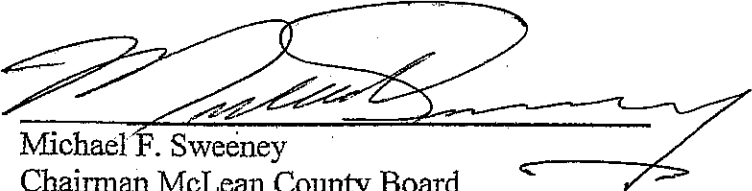
The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

This agreement is entered into by and between Sport Redi Mix by proper corporate action and by the County of McLean, shall become effective upon the signatures of both parties, and shall remain in full force and effect until the completion of Phase II of Horizon Wind Farm.

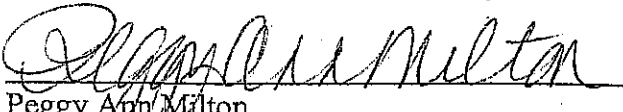
Sport Redi Mix

McLean County


 Christopher Q. Knipfer
 By its Treasurer
 Date: 6-8-07


 Michael F. Sweeney
 Chairman McLean County Board
 Date:

Attest:


 Peggy Ann Milton
 McLean County Clerk

GENERAL UTILITY PERMIT FROM THE MCLEAN COUNTY BOARD

TO: _____

By authority of the McLean County Board.

THIS AGREEMENT made this _____ day of _____, 20____, between the McLean County Board and _____ (hereinafter referred to as "Applicant").

WHEREAS, Applicant, Spirit, hereby petitions the County Board of McLean County, Illinois, for written consent to lay, construct, maintain, operate, repair, replace, and renew a public utility along, across and adjacent to the various County highways in McLean County, Illinois and within the right-of-way dedicated for highway purposes as shown on the individual Work Permits, and

WHEREAS, 605 ILCS 5/9-113 of the Illinois Compiled Statutes, authorizes the County Board to consent to this use of said highway, and

WHEREAS, the Transportation Committee of the County Board and the County Engineer have recommended that said consent be granted, and

WHEREAS, it appears to be for the best interest of the public that said consent be granted,

NOW THEREFORE, said consent is hereby granted to the Applicant by the County Board of McLean County, Illinois to lay, construct, maintain, operate, repair, replace, and renew a public utility along, across and adjacent to the various McLean County Highways within the right-of-way dedicated for highway purposes subject to the following conditions:

1. The Applicant shall, when crossing or working along any County highway, consult with and obtain a Work Permit from the County Engineer for each and every location and the Applicant's contractor shall have a copy of the General Utility Permit and Work Permit on the job site. Applicant shall pay a fee for each Work Permit as set by the County which shall be reasonably related to the nature and extent of the work to be performed and to the expenses of the County in the granting and supervision of the Work Permit.
2. The Applicant or its contractor shall furnish all material, do all work, pay all costs involved in the construction, operation and maintenance of said public utility.
3. The Applicant or its contractor shall within a reasonable length of time restore said right-of-way to a condition similar or equal to that existing before the commencement of the above described work.

4. The Applicant agrees that the proposed work shall be located and constructed to the satisfaction of the County Engineer and that the materials used shall conform to the Standard Specifications for Road and Bridge Construction of the Illinois Department of Transportation, if applicable, or other accepted utility specifications.

5. The Applicant agrees that all work within five (5) feet of the edge of pavement shall be backfilled with trench backfill per the IDOT Standard Specifications for Road and Bridge Construction.

6. The Applicant or its contractor shall not interfere with or obstruct traffic on or upon said highway except as may be necessary or essential to said construction.

7. The Applicant or its contractor shall provide and maintain proper advance warning signs as provided for in the latest edition of the Manual on Uniform Traffic Control Devices and any supplements printed by IDOT. The Applicant shall also provide flagmen when equipment, trucks, or work block any portion of the road surface or within two (2) feet of the edge of pavement.

8. The Applicant or its contractor shall lay, construct, operate, and maintain said buried utility a minimum of three (3) feet six (6) inches below the surface of the ground, so as not to interfere with the natural drainage of the highway and so as not to interfere with private entrance or sub-surface drainage located in the right-of-way, and shall repair all damage to same. Any such damage caused by overhead pole lines shall also be repaired by the Applicant.

9. The Applicant shall obtain, prior to the commencement of construction on any project, easements from all property owners located within the termini of the proposed project, where the County does not own the right-of-way in fee simple, such easements to convey onto the Applicant, the right to construct said utility within and upon said properties affected by such construction.

10. The Applicant shall pay to the owners of property abutting upon said highway established as so by common law plat all damages the owners may sustain by reason of such use of the highway.

11. The Applicant assumes all risks and liabilities in connection with this consent and the construction aforesaid and shall hold the County harmless from and shall indemnify the County for all sums paid by the County as the result of claims from all accidents and damages to persons or property on account of the granting of this consent unless such claims result from the negligent or willful misconduct of the County.

12. The Applicant shall notify the County Engineer forty-eight (48) hours in advance of the starting date of any work authorized by individual Work Permits.

13. All utility lines shall be located and constructed along and across the County highways in accordance with the detailed description and drawings of said work as approved

by the County Engineer. All such work shall be performed to the satisfaction of the County Engineer. Should the County's construction, maintenance, and operation of said highway require any alteration or change of location of the utility line called for in this General Permit, and Work Permits, such alteration or change of location shall be made by the Applicant upon written notice by the County Engineer without expense to the County of McLean, and should the Applicant fail to make satisfactory arrangements to relocate the utility within sixty (60) days of said written notice, the Applicant shall pay to the County as liquidated damages a penalty of Three Hundred Dollars (\$300.00) per calendar day for every day after the sixty (60) days written notice until the utility is moved.

14. The County Engineer shall be permitted by the Applicant to inspect or cause to be inspected all work done on County right-of-way to ensure compliance with the provisions of the General Utility Permit and the specific Work Permit.

15. The Applicant is encouraged to contact companies owning existing facilities and attempt to arrange for multiple uses of the existing facilities. Fees received herein shall be reduced by 50 percent for new uses matched with existing uses.

16. Removal of abandoned equipment – all abandoned pipes, lines, poles, conduit, valves and transmission equipment shall be removed as soon as use thereof is discontinued.

17. Non-exclusive permit – the County does not agree to restrict the number of permits in all or any part of the County for any person, firm or corporation in the same business, a competing business or a related business.

18. The Applicant shall call J.U.L.I.E. and notify all other utilities as necessary at least 48 hours prior to any work. The Applicant shall be responsible for the protection of all other utilities and any damage thereto.

19. The Applicant and its Contractor shall have general liability coverage of at least One Million Dollars (\$1,000,000.00) or the Applicant may be self-insured with a minimum of Two Million Dollars (\$2,000,000.00) general liability coverage. McLean County, its Board, Officers and Employees shall be named as additional insured on said policy of all contractors performing the work.

20. The Applicant shall pay to the County a regulatory fee in the amount of Eight Hundred Fifty Dollars (\$850.00), payable upon execution of this Agreement. If during the term of this Agreement the County enacts a right-of-way ordinance requiring compensation from public or private utilities or other users of the right-of-way on a competitively neutral basis, then Applicant shall within sixty (60) days after requested by the County, pay the fees required by such ordinance. The parties recognize, acknowledge and hereby preserve their respective rights pursuant to the 1996 Federal Telecommunications Act, regulations or legal interpretations of same, and the execution of this Agreement is not a waiver of any rights or obligations thereunder.

21. This Agreement shall be in full force and effect for a period of ten (10) years from and after the date of the execution of this Agreement.

22. The Applicant shall comply with all applicable ordinances, statutes and regulations promulgated by federal, state, or county governments.

23. Maintenance and repair work to any lines or facilities shall be subject to all of the same requirements as new installations, except a Work Permit will not be required when the work is less than one day in duration.

24. The County retains all rights provided by statute and common law.

The permission and consent hereby granted by, under and pursuant to the authority granted the McLean County Board by the Illinois Compiled Statutes solely for the effectuation of the intents and purposes of the Illinois Highway Code.

Sprint, Inc.

By: _____
Chief Executive Officer Date

Adopted by the County Board of McLean County, Illinois, this _____ day of _____, 2007

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 NO RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Thomas Long in case SU-07-06, parcel 01-27-300-001. He is requesting a special use to allow a dog kennel in the Agriculture District on property which is located in Gridley Township at 14980 Kappa Road, El Paso, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 5, 2007 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 dog kennel is located on a residential property that is surrounded by land in crop production. The property has 207 feet of frontage on the north side of County Highway 6, an oil and chip road 22 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 surrounding land 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.

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's home burned down in 2006. The applicant applied for a building permit to construct a new house in permit No. BP2006-408. The applicant completed the house and called in for a final inspection in order to obtain an occupancy permit. The field inspector conducted an inspection of the property and noticed the outside dog runs located at the rear of the attached garage. The applicant claims he and his wife have been breeding golden retrievers for more than 20 years at this location. The applicant breeds the dogs for hunt, test and field trials. The applicant is proposing a maximum of 11 dogs on this parcel. The applicant will need to obtain a permit from the Illinois Department of Agriculture for this facility.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is an isolated tract that is surrounded by land in crop production. The proposed kennel facility will not likely have an adverse affect on surrounding properties. The nearest single family residence is located over 900 feet to the west of the subject property in Woodford County. The dogs are not sold from the property; this is done by someone in Florida. There will be a maximum of 11 dogs in the kennel.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed kennel facility will be located on a 2½ acre residential tract that is surrounded by land that is in crop production. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The dwelling is served by a private well and a septic system that has been approved by the County Health Department. The drainage of the dog runs is to the basement where it is pumped by an injector pump to the septic system as also approved by the County Health Department.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the existing entrance.
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 that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations provided the applicant receives a permit from the Illinois Department of Agriculture for this facility and a maximum of 11 dogs are allowed on this property.

Therefore this Board recommends that a special use be granted on the property described above to allow a dog kennel in the Agriculture District.

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

Respectfully submitted this 5th day of June 2007, 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 NO RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Immanuel Lutheran Church in case SU-07-07, parcel 39-12-128-007. They are requesting a special use to allow a parking lot accessory to a church in the R-1 Single Family Residence District with a waiver of the paved parking requirement on property which is located in Bellflower Township immediately north of Grape Avenue and 220 feet south of 100 North Road in the unincorporated town of Osman, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 5, 2007 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 proposed parking lot is on .33 acres across the street from the Immanuel Lutheran Church. The property has 150 feet of frontage on the north side of Grape Avenue, an oil and chip road 16 feet in width. The property is relatively flat and drains to the south and west.

SURROUNDING ZONING AND LAND USE - The land is in the R-1 Single Family Residence District. The land to the north, east and west is in the R-1 District. The land to the south is in the Commercial District.

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.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicants are proposing a parking lot that will handle overflow parking for their church. The church is located in the unincorporated town of Osman. The applicant is also requesting a waiver of the paved parking requirements. The church is located in a rural town that has an existing gravel parking lot adjacent to the church. The proposed parking lot will handle overflow parking when church services are held. The gravel parking will be adequate.
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 parking area will be used as overflow parking for the church parking lot that is located directly across the street. The proposed parking lot will not likely affect 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 proposed use will be built adjacent to properties that are used for single family residences. Nearby land that is zoned R-1 Single Family Residence District will continue to be suitable for the development of residential uses.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has approximately 150 feet of frontage on the north side of Grape Avenue. The Bellflower Fire District will provide fire protection for the subject property. The applicant has obtained approval from the Health Department for the septic system.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the proposed entrances. The applicant has obtained approval from the Bellflower Township Road Commissioner for the proposed parking lot.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the R-1 Single Family Residence District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the R-1 Single Family Residence 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 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.

Therefore this Board recommends that a special use be granted on the property described above to allow a parking lot accessory to a church in the R-1 Single Family Residence District with a waiver of the paved parking requirement.

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

Respectfully submitted this 5th day of June 2007, 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 Pam Opperman in case SU-07-08, part of parcel 20-06-300-003. 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 located in Dale Township immediately east of 600 East Road and approximately ¾ of a mile north of 1250 North Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on June 5, 2007 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 acre property is vacant and is currently in crop production. The property has 200 feet of frontage on the east side of 600 East Road, an oil and chip road 16 feet in width. The property is relatively flat and drains to the north.

SURROUNDING ZONING AND LAND USES - The property is surrounded by land in the A-Agriculture District. The land to the north, east and west is in crop production. A farm dwelling owned by the applicant's parents is located to the south.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 118 out of 125 points. The site assessment score was 119 out of 175 points. The total LESA score was 237 points out of 300. A score of 225 points 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 owners 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 owners of the agriculture tract from which this property is being set aside 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 owners of the farm from which this property is being 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 will need to be approved by the County Health Department. The applicant has obtained approve from the Health Department for her parents home that will remain on the larger tract. The property has 200 feet of frontage on the east side of 600 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 Dale Township Road Commissioner for an entrance to the pubic road.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided one of the initial occupants of the proposed dwelling is the applicant.

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 and provided the above conditions are met.

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

Respectfully submitted this 5th day of June 2007, McLean County Zoning Board of Appeals

(Sally Rudolph)
Chair

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

ORDINANCE OF APPROVAL
OF FINAL PLAT

Vacation Plat of Lot 3 in the Flying "W" Estates Subdivision, File S-07-07

WHEREAS, Thomas and Donna Bargmann have requested to vacate the easterly 10 feet of the westerly 40 foot front yard building setback area of Lot 3 Flying "W" Estates Subdivision, file number S-07-07, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

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

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


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

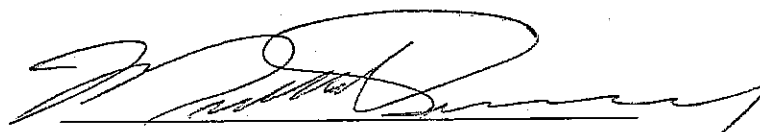
BE IT ORDAINED that the said vacation plat for the easterly 10 feet of the westerly 40 foot front yard building setback area of Lot 3 Flying "W" Estates Subdivision is hereby approved.

Adopted by the County Board of McLean County, Illinois this 19th day of June, 2007

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-07-07

1. REFERENCE:

- a. Meeting date: June 7, 2007
- b. Subdividers' names: Thomas and Donna Bargmann
- c. Subdivision name: Lot 3 in the Flying "W" Estates Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

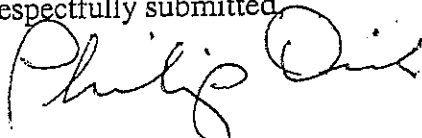
- a. Property location: 5 Pinto Drive, LeRoy, IL
- b. Township: Empire Township
- c. Parcel Number: (15) 30-33-103-003
- d. Existing zoning: R-1 Single Family Residence District
- e. Applicant request: To vacate the easterly 10 feet of the westerly 40 foot front yard building setback area of Lot 3 Flying "W" Estates Subdivision. This subdivision was recorded with a 40 foot front yard setback while the Zoning Ordinance only requires a minimum of 30 feet. The applicants want to build a deck in front of their dwelling.
- f. Existing land use: Single family residence

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: .66 acres in area
- b. County Health Department: Recommends approval of the proposed front yard setback vacation.
- c. County Highway Department: Recommends approval of the proposed front yard setback vacation.

Staff recommends approval of the front yard setback vacation plat for Lot 3 Flying "W" Estates Subdivision.

Respectfully submitted



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT

Vacation Plat of Lot 8 Kickapoo Meadows Subdivision, File S-07-09

WHEREAS, Larry Dietsch has requested to vacate the easterly 10 feet of the 131 foot front yard setback of Lot 8 in the Kickapoo Meadows Subdivision, file number S-07-09, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

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

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

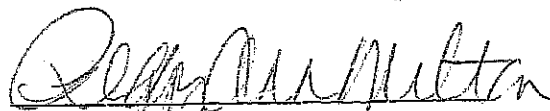
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said vacation plat; now, therefore,

BE IT ORDAINED that the said vacation plat for the easterly 10 feet of the 131 foot front yard setback of Lot 8 in the Kickapoo Meadows Subdivision is hereby approved.

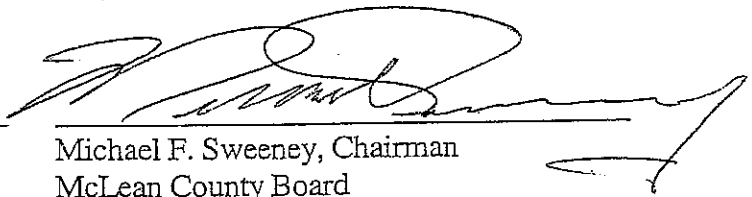
Adopted by the County Board of McLean County, Illinois this 19th day of June, 2007

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-07-09

1. REFERENCE:

- a. Meeting date: June 7, 2007
- b. Subdivider's name: Larry Dietsch
- c. Subdivision name: Lot 8 in the Kickapoo Meadows Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 3311 Country Meadow Lane, Heyworth, IL
- b. Township: Randolph Township
- c. Parcel Number: (25) 28-28-401-011
- d. Existing zoning: R-1 Single Family Residence District

- e. Applicant request: To vacate the easterly 10 feet of the 131 foot front yard setback of Lot 8 in the Kickapoo Meadows Subdivision – since this lot is triangular in shape and the lot width requirement at the front setback line is 200 feet for lots over one acre in area, the front setback area is extraordinarily long; typical lots have a front setback of 30 feet.

The applicant is concurrently applying for a variance in lot width requirements to allow the lot width to be 182 feet at the front setback line rather than 200 feet as required for lots over one acre in area in case ZV-07-06.

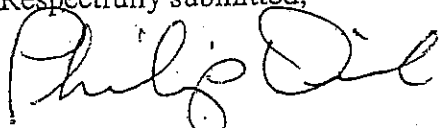
- f. Existing land use: Vacant

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: 1.65 acres in area
- b. County Health Department: Recommends approval of the proposed front yard setback vacation.
- c. County Highway Department: Recommends approval of the proposed front yard setback vacation.

Staff recommends approval of the front yard setback vacation plat for Lot 8 in the Kickapoo Meadows Subdivision provided the variance in zoning case ZV-07-06 is approved.

Respectfully submitted,



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT
Vacation Plat of Lot 25 Sherwood Subdivision, File S-07-10

WHEREAS, Bill and Kathy Neil have requested to vacate that part of the drain tile easement on the south 10 feet of the north 20 feet of Lot 25 in Sherwood Subdivision except the east 25 feet thereof and also except the west 20 feet thereof, file number S-07-10, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

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

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

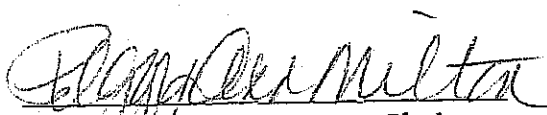
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said vacation plat; now, therefore,

BE IT ORDAINED that the said vacation plat for that part of the drain tile easement on the south 10 feet of the north 20 feet of Lot 25 in Sherwood Subdivision except the east 25 feet thereof and also except the west 20 feet thereof is hereby approved.

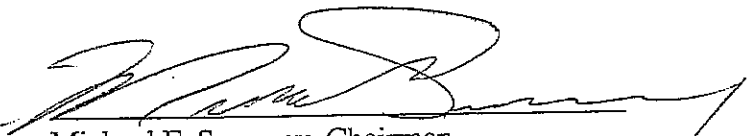
Adopted by the County Board of McLean County, Illinois this 19th day of June, 2007

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-07-10

1. REFERENCE:

- a. Meeting date: June 7, 2007
- b. Subdividers' names: Bill and Kathy Neil
- c. Subdivision name: Lot 25 in the Sherwood Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 9506 Abby Way, Downs, IL
- b. Township: Old Town Township
- c. Parcel Number: (24) 22-29-402-003
- d. Existing zoning: R-1 Single Family Residence District

e. Applicant request: To vacate that part of the drain tile easement on the south 10 feet of the north 20 feet of Lot 25 in Sherwood Subdivision except the east 25 feet thereof and also except the west 20 feet thereof. An existing drain tile easement 40 feet in width is evenly divided along the north side of Lot 25 and the south side of Lot 26 for a common collector pipe to which the sand filters for septic systems are connected that flows to the tertiary treatment plant for the subdivision – the pipe is located more than 10 feet from the edge of the proposed vacated easement.

- f. Existing land use: Vacant

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: .87 acres in area
- b. County Health Department: Recommends approval of the proposed drain tile easement vacation.
- c. County Highway Department: Recommends approval of the proposed drain tile easement vacation.

Staff recommends approval of the drain tile easement vacation plat for Lot 25 of Sherwood Subdivision.

Respectfully submitted,



Philip Dick, AICP, Director

**PERMISSION TO REPRODUCE CERTAIN IMAGES ON
AN INTERNET WEB SITE FROM THE
COUNTY OF McLEAN, ILLINOIS**

Permission is hereby granted by the County of McLean, Illinois, a body politic and corporate (hereinafter "County"), to Corporate Alliance to End Partner Violence (hereinafter "CAEPV"), to reproduce images of the County of McLean's logo and display such images on CAEPV's internet website at: <http://www.caepv.org>

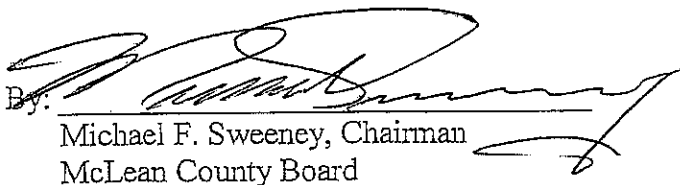
It is mutually agreed that this permission is subject to the following conditions:

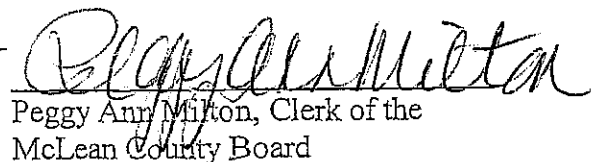
1. CAEPV shall be solely responsible for the accurate and tasteful display of said images on its website.
2. CAEPV may display said images on their website with logos of other corporate and government members for the purpose of educating the public and promoting its services to potential members.
3. CAEPV shall indemnify and hold the County harmless from any and all claims arising out of or in any way connected with CAEPV's use of said images under this grant of permission, including but not limited to copyright infringement and/or contributory copyright infringement.
4. The County's grant of permission may be revoked by the County, or its designee, upon seven (7) days written notice to CAEPV.

ENTERED this 23rd day of May, 2007.

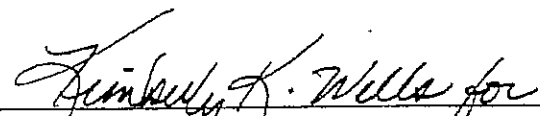
COUNTY OF McLEAN, ILLINOIS,

ATTEST:

By: 
Michael F. Sweeney, Chairman
McLean County Board


Peggy Ann Milton, Clerk of the
McLean County Board

Corporate Alliance to End Partner Violence

By: 
Its Authorized Agent
*Corporate Alliance
to End Partner
Violence*



RISK MANAGEMENT OFFICE

TEL: (309) 888-5940 FAX: (309) 888-5949
104 West Front Street P. O. Box 2400

E-MAIL: riskmgt@mclean.gov
Bloomington, IL 61702-2400

Memo to: Michael Sweeney, Chairman
Members, Executive Committee

From: Jennifer Ho *Jen Ho*
c.c.: Bill Yoder, States' Attorney

Date: May 30, 2007

Subject: Request to Display County Logo on CAEPV website

For your consideration, the Corporate Alliance to End Partner Violence (CAEPV) organization has requested the County logo to be displayed on its website as a member organization in support of the efforts to end partner violence in their employees' lives and its intrusion into the workplace. Current member logos displayed on the website include those from American Express, Liz Claiborne, Mid-Community Action, Archer Daniels Midland, State Farm, Altria, & Allstate Insurance Company

Just as McLean County law enforcement and justice departments are committed in efforts to enforce and uphold laws protecting victims of domestic violence, the County's membership in CAEPV is a commitment to reducing domestic violence in its workplace.

Ms. Kimberly Wells, Director of CAEPV has agreed to the terms and conditions for the display of the County logo on its website, which is attached for your information. This request has been reviewed by the County Administrator and the Civil States' Attorney.

Thank you for your consideration.



INTERNET SAFETY | EXIT

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PARTNER VIOLENCE IS NOT JUST A DOMESTIC MATTER...

The Corporate Alliance to End Partner Violence is a national nonprofit organization dedicated to reducing the costs and consequences of partner violence at work - and eliminating it altogether. From policies and programs to legal issues and legislation, CAEPV is a credible source for information, materials and advice.

Member Center
 Enter Member Center Password:

[Forgot Your Password?](#)



- LEARN ABOUT US**
- Our Purpose
 - Membership Benefits
 - Programs & Initiatives
 - News & Press Releases
 - Our Director
 - Our Members
 - Our Board & Advisors

- GET INFORMATION**
- Facts & Stats
 - Articles & Advice
 - Best Practices
 - Links
 - Books
 - Purchase Materials
 - Upcoming Events

- TAKE ACTION**
- Become a Member
 - Start a Workplace Program
 - Donate Now
 - Get Help in a Crisis

WHAT'S HAPPENING

- Liz Claiborne is CAEPV's Member of the Month - Read all about them!

SERVICE AGREEMENT
(Intrastate ICB)

Customer Name and address:	McLean County Government, Illinois ("Customer") 104 W. Front Street, Bloomington, IL 61701	Main Billing Tel. No:	309-888-5000
		ICB Case No.	2007-405480

Services. Customer hereby requests and agrees to purchase from the undersigned Verizon company ("Verizon") the services identified in Exhibit A attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Verizon's applicable tariffs, (the "Services") for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The Services will be provided under the terms of this Agreement to the Customer locations specified in the Exhibit and Addenda attached to or made a part hereof.

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit and Addendum(a). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon National Contracts Repository, MC:HQW02L25, 700 Hidden Ridge, Irving, TX, 75038. Notices shall be deemed effective five business days after such mailing.

Miscellaneous. (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:
MCLEAN COUNTY, ILLINOIS (Customer)

VERIZON BUSINESS NETWORK SERVICES INC., on
behalf of VERIZON NORTH INC.

By _____
Name/title _____
Date _____

By _____
Name/title _____
Date _____



Verizon company name: Verizon North Inc. (referred to in this Exhibit as "Verizon")

State: Illinois

Customer name: McLean County Government (Illinois)

ICB Case No.: 2007-405480

Customer is currently receiving Service under an agreement filed with the Illinois Commerce Commission (Commission) that will expire on August 31, 2007. In order for the Service to continue at the current rates without interruption and to allow time for filing this Agreement with the Commission prior to the expiration date, this Agreement must be fully executed and filed with the Commission no later than August 31, 2007. In order to do so Customer must sign and date this Agreement and return it to Verizon on or before August 2, 2007. If this Agreement is not approved and effective by the expiration date specified herein, the Service must be reverted to tariff rates until such time that this Agreement is approved and effective. The proposed Service arrangement and pricing are available only until August 2, 2007. This Agreement shall not be considered fully executed until signed by both parties.

1. **Services and Quantity Commitments.** Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service.

<u>Service Item</u>	<u>Monthly Unit Rate</u>	<u>Non-recurring Charge / Unit</u>
Analog CentraNet Service with Feature Package 3000, per line	\$10.50	Per tariff
Proprietary Set Interface, each	\$3.50	Per tariff

The above charges do not include Federal mandated end user common line charges, any applicable local, state, or federal fees, taxes, surcharges or other applicable tariffed charges.

Minimum Commitment and Shortfall.

Customer agrees to maintain a minimum of 500 separate analog Service lines at all times during the Service Period defined below. In the event that service level drops below this Minimum Commitment, Termination Charges as defined below shall apply.

2. **Effective Date/Regulatory Filing and Review.** This Agreement, and any subsequent amendment(s), shall be filed with the Illinois Commerce Commission ("Commission") within thirty (30) days of execution and becomes effective upon filing. Customer acknowledges that the Service cannot be provided until this Agreement is filed with the Commission.

3. **Service or Term Period.** Customer shall purchase such Services for a period of twelve (12) consecutive months from the in-service date. The in-service date shall be the date, after the effective date defined above, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

4. **Termination Charges.** If Customer cancels this Agreement in whole or terminates Services below the Minimum Commitment above prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to twenty five percent (25%) of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation. Termination charges will not apply in the event that termination is the result of Customer purchasing an alternative service for at least the same term remaining under this Agreement and such alternative service is provided by Verizon.

5. **Additional Provisions.**

a. **Conditions.** The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. **Service Continuation.** (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service



commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve months after the expiration of the initial Service Period.

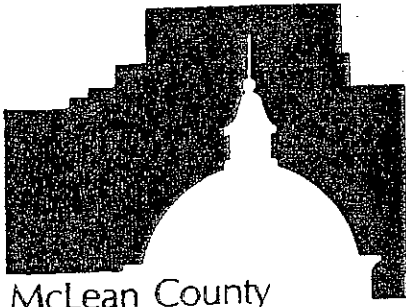
(ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least 30 days prior to the end of the initial Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

d. **Facilities.** Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.

e. **Non Appropriations Clause:** In the event that Customer is not appropriated funds, despite taking all necessary steps to secure such funding to continue to purchase the Services under this Agreement, then the Customer will provide Contractor with reasonable advance notice, but not less than thirty (30) business days advance notice, of the need to terminate Services and the Agreement for lack of appropriated funds. Contractor and Customer will work cooperatively to complete the terminations or modifications to the existing service/s in the time frame required by the lack of appropriated funding. In the event of such termination as described in this paragraph, the Customer will be responsible to pay for Services provided up to the date of termination but other early termination charges will not apply except for any unrecovered costs of Contractor remaining as of date of termination. If the Customer fails to take all necessary steps to secure funding or otherwise the Customer terminates the Agreement for non-funding in order to procure the same or comparable services from another service provider, then early termination charges will apply as specified herein. Non-appropriations of funds under this provision does not apply to, or include E-rate Funding. If Customer is appropriated funds to cover the Services so-terminated, Customer will first obtain such Services from Contractor. If the customer is close to exceeding his maximum line growth during the service period, Verizon will allow the contract to be amended to allow for further growth upon receipt of new costs.

6. **Locations.** The Services shall be provided to Customer under the terms hereof at all locations of the Customer which are located within McLean County Illinois and are within Verizon's franchised service area.. Other Customer locations may be added to this Agreement only upon mutual assent of the parties where such service is both technically and commercially available.





McLean County

INFORMATION SERVICES

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

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

**Request for Approval
Of Centranet Renewal with Verizon**

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

Please find attached a on year Service Agreement with Verizon. This contract represents a renewal of services already in place for the telephone system used by the County.

The rate of \$10.50 per line MRC (monthly recurring cost) is the same rate the County has been paying this past year and represents no change in cost.

Investigation into alternative phone systems has been undertaken in the past year. This year's budget contains funds intended to develop and RFI and/or RFP in order to solicit proposals for a new phone system.

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

Respectfully submitted,

Craig Nelson

Craig Nelson
Director, Information Services.



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

Michael F. Sweeney
Chairman

June 14, 2007

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

Your EXECUTIVE COMMITTEE herewith respectfully recommends approval of the request received from the Director of the Information Services Department to approve the purchase of an Equallogic Storage Area Network (SAN) device under the current Government Services Administration Contract #GS-35F-4342D.

Funds for this purchase have been appropriated in the Purchase of Computer Equipment line-item account in the Fiscal Year 2007 Adopted Budget for the Information Services Department.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Reckauskas	District #9 Cathy Ahari Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

EqualLogic PS Series Architecture

EqualLogic Solutions deliver the benefits of consolidated networked storage in a self-managing, iSCSI storage area network that is affordable and easy to use, regardless of scale. By eliminating complex tasks and enabling fast and flexible storage provisioning, EqualLogic solutions dramatically reduce the costs of storage acquisition and ongoing operations.

Patented page-based volume management enables automatic movement of data while it is in use. This technology provides the foundation for online expansion, automatic configuration and load balancing, performance optimization, and advanced software functionalities – all with continuous access to data. That means no downtime for increasing capacity, moving data between storage tiers, or load balancing storage, and most management tasks are handled by the array, not the administrator. As a result, EqualLogic makes enterprise-class shared-block storage practical for all servers and applications.

- **Unique Peer Storage Architecture.** With EqualLogic's patented peer storage architecture, "peer" means collaboration and equal partnership in a single, simple architecture where components and arrays work together to share resources, distribute loads, and collaborate for maximum performance, total data protection, and seamless scaling. This architecture enables the array to perform numerous functions that eliminate complexity. These include:
 - *Peer deployment*, which enables PS Series arrays to be fully functioning 20 minutes after opening the box.
 - *Peer control*, which enables the array to continuously monitor resources and automatically manage configuration, load-balancing, capacity expansion, storage pools and tiers, volume snapshots, and replication.
 - *Peer provisioning*, for online, on-demand capacity expansion without disruption, including dynamic allocation of disk space, connectivity, security, and performance for every application.
 - *Peer protection*, which delivers comprehensive system monitoring, proactive disk drive scanning, group event notifications, multipathing, instant recovery, and disaster protection.
- **Modular Design and Enterprise Reliability.** With the modular design of the EqualLogic PS series, you can buy only the amount of storage you need today and seamlessly scale in the future without disrupting business operations. Enterprise reliability features include fault tolerance; fully redundant, hot-swappable components (including disks, controllers, network interfaces, power supplies, and cooling fans); self-tuning, battery-backed, mirrored controller caches; hot sparing; support for RAID 5/10/50; and 99.999% availability.
- **Standards-Based Design Means Savings and Full Compatibility.** EqualLogic solutions leverage both the cost advantages and management simplicity of Ethernet technology. PS Series arrays use industry-standard protocols, disk drives, and network interfaces to provide low connection costs and high performance access to data. In addition, EqualLogic solutions support all leading operating systems and host applications, eliminating application incompatibility problems.

With its unique peer storage architecture, EqualLogic's PS Series delivers high performance and availability in a flexible environment with low cost of ownership. Whether you are seeking to consolidate storage, migrate from DAS or NAS, streamline data protection, or expand capacity, the PS Series of proven, self-managing storage arrays will meet the demanding requirements of your business-critical environment.

CLOSE THIS WINDOW

PS400E

EqualLogic offers solutions to meet every need. The PS400E delivers maximum capacity and optimal performance with 750GB SATA drives.

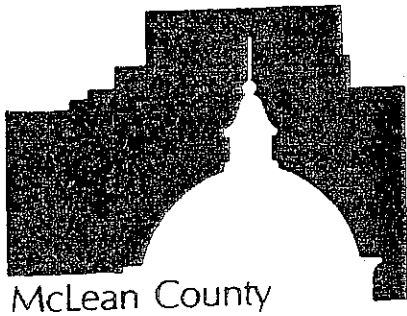
A fully configured chassis delivers a 10.5 TB iSCSI SAN, built on fully redundant, hot-swappable enterprise hardware. Like all PS Series arrays, the PS400E is managed in real time by intelligent, automated load balancing software, runs on redundant dual core RISC processors, and takes about 20 minutes to unpack and setup.

For your high capacity applications, the PS400E offers you advantages: a proven storage solution that features built-in advanced functionality, superior performance, and complete protection. Self-managing and expandable online, the PS400E maintains 99.999% application and data availability.

PS400E Highlights:

- Dual controller modules, each with 64-bit dual core RISC processor
- Battery-backed and mirrored RAID cache
- Auto-configured RAID 50 and RAID 10 with hot sparing
- Highly flexible, space-efficient
- Auto-capable volume replication
- Complete storage solution with heterogeneous OS support
- Automatic load balancing
- Scales without service disruption
- Fully interoperable with the entire PS Series product line
- 10.5 TB of raw capacity
- 60,000 IOPS and 300 MB/sec
- EqualLogic Multi-path I/O

CLOSE THIS WINDOW



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 Storage Area Network Device
Under GSA contract**

May 21, 2007

To the Honorable Members of the McLean County Executive Committee:

I respectfully request permission to purchase an Equallogic Storage Area Network (SAN) Device under the current GSA contract, number GS-35F-4342D. County purchasing policy states (Chapter 17.59-5) "County departments may participate in inter-governmental purchasing." As a result of the GSA contract, the equipment has already processed through the bidding criteria required by Illinois law.

The device will allow McLean County Government to significantly centralize its data storage, improve our data performance, reduce future expenditures in computer servers and is a significant milestone in the further implementation of our business continuity/disaster recovery plan. The specific device is the Equallogic PS400E which houses up to ten (10) terabytes of data. The contract price of \$62,619 includes one year of standard maintenance. Monies have been budgeted within the Fiscal Year 2007 budget for this purchase.

I respectfully request approval for the purchase of the Equallogic SAN device under the GSA contract provisions. I've attached a 2 page product description for your review.

Respectfully submitted,

Craig Nelson
Director
McLean County Information Services



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

Michael F. Sweeney
Chairman

June 14, 2007

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

Your EXECUTIVE COMMITTEE herewith respectively recommends approval of the request received from the Director of the Information Services Department to purchase the Tipping Point Intrusion Prevention 600 E Copper based System Device under GSA Contract number GS-35F-0414K. The GSA contract price of \$38,416.24 includes three years of maintenance.

Funds for this purchase were appropriated in the Fiscal Year 2007 Adopted Budget for the Information Services Department.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Boslic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Calhy Ahart Terry Baggett
District #2 Mall Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

TippingPoint Intrusion Prevention Systems

DATA SHEET



The Platform For Unrivaled Security and Performance

Protection has never been more powerful. TippingPoint is the industry's leading Intrusion Prevention System (IPS), unrivaled in security, performance, high availability and ease-of-use. As the only Intrusion Prevention System to receive the NSS Gold Award and to be certified as the first multi-gigabit Network IPS by ICSA Labs, among many other awards, TippingPoint is the defining benchmark for network-based intrusion prevention.

Switch-Like Performance

- Multi-Gigabit Per-Second Attack Filtering
- TippingPoint X505 (50-Mbps IPS/APN/FW)
- TippingPoint X306 (50-Mbps IPS/100-Mbps VPN/100-Mbps FW)
- TippingPoint 50 (50-Mbps)
- TippingPoint 200 (200-Mbps)
- TippingPoint 200E (200-Mbps)
- TippingPoint 600E (600-Mbps)
- TippingPoint 1200E (1.2-Gbps)
- TippingPoint 2400E (2.0-Gbps)
- TippingPoint 5000E (5.0-Gbps)
- Latency < 84 μsec
- Real-World TCP/UDP Traffic Mix
- Two Million+ Simultaneous Sessions
- TCP/UDP/CMP
- 1,000,000+ Connections Per Second

Comprehensive Threat Protection

- VoIP
- OS Vulnerabilities
- Spyware
- Quarantines
- Ransomware
- DDOS
- Viruses
- Worms
- IP2P
- ZD

Client and Server Protection

- Prevent Attacks on Vulnerable Applications and Operating Systems
- Eliminate Costly Ad-Hoc Patching
- Multiple Filtering Methods

Network Infrastructure Protection

- Protect Cisco IOS, DNS, and Other Network Infrastructure
- Protect Against Traffic Anomaly, DDoS, SYN Flood, Protocol Table Flood
- Access Control Lists

Traffic Normalization

- Increase Network Bandwidth and Router Performance
- Normalize Invalid Network Traffic
- Optimize Network Performance

Application Performance Protection

- Increase Bandwidth and Server Capacity
- Rate Limit or Block Unwanted Traffic
- Peer-to-Peer/Instant Messaging
- Guarantee Bandwidth for Critical Application

Digital Vaccine® Real-Time Inoculation

- World-Renowned Security Research Team
- Protection Against Zero-Day Attacks
- Automatic Distribution of Latest Filters

Security Management System

- Manage Multiple TippingPoint Systems
- At-A-Glance Dashboard
- Automatic Reporting
- Device Configuration and Monitoring
- Advanced Policy Definition and Forensic Analysis

High Availability and Stateful Network Redundancy

- Dual-Power Supplies
- Layer 2 Failback
- Active-Active or Active-Passive Stateful Redundancy (IPS and SMS)
- Zero Power High Availability

Proactive Network Security

Intrusion Detection Systems, by definition, only detect and do not block unwanted traffic. The TippingPoint IPS operates in-line in the network, blocking malicious and unwanted traffic, while allowing good traffic to pass unimpeded. In fact, TippingPoint optimizes the performance of good traffic by continually cleansing the network and prioritizing applications that are mission critical. TippingPoint's high performance and extraordinary intrusion prevention accuracy have redefined network security, and fundamentally changed the way people protect their organization.

No longer is it necessary to clean up after cyber attacks have compromised your servers and workstations. No more ad-hoc and emergency patching. No more out of control, rogue applications like Peer-to-Peer and Instant Messaging running rampant throughout the network. Denial-of-Service attacks that choke Internet connections or crash mission critical applications are a thing of the past.

TippingPoint solutions continuously decrease IT security cost by eliminating ad-hoc patching and alert response, and continuously increase IT productivity and profitability through bandwidth savings and protection of critical applications.

Unparalleled Performance

TippingPoint has the best performing products in the industry. Blocking cyber-attacks at multi-gigabit speeds with extremely low latency requires purpose-built

"TippingPoint is a visionary in the intrusion prevention market."

Eric Ogren, Yankee Group

hardware, and only TippingPoint has taken such a revolutionary architectural approach needed for true Intrusion Prevention. Traditional software and appliance solutions operate on general-purpose hardware and processors and are simply unable to perform without degrading network performance. Through rigorous third-party testing, TippingPoint has demonstrated Intrusion Prevention at multi-gigabit speeds, with extraordinary attack prevention accuracy. TippingPoint is proven in the industry as the most secure, highest performing platform for Intrusion Prevention.

"The TippingPoint IPS is the best security solution I have come across. Its performance has been nothing short of amazing. The solution more than paid for itself within the first year. It's simple to deploy and manage because it can interoperate with all kinds of hardware."

*Richard Cross, Information Security Officer
Toyota Motor Europe*

TippingPoint Technical Specifications

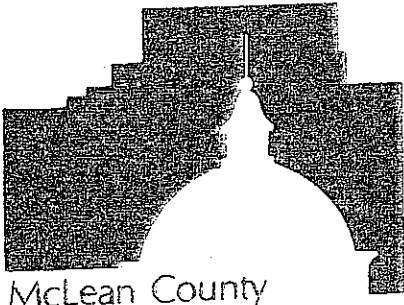
	50 megabits per second < 1 millisecond 128,000 5,000+	50 megabits per second < 1 millisecond 128,000 5,000+	50 megabits per second < 1 millisecond 128,000 5,000+	200 megabits per second 64 milliseconds 500,000 8,000+	400 megabits per second 16 milliseconds 2,000,000 8,000+	800 megabits per second 4 milliseconds 4,000,000 8,000+	1.2 gigabits per second 1.6 milliseconds 2,000,000 8,000+	2.0 gigabits per second 2.56 milliseconds 4,000,000 8,000+	5.0 gigabits per second 6.4 milliseconds 16,000,000 8,000+
Performance Aggregates throughput Typical latency Total Sessions Connections per second CPU utilization SVR Flood	Four 10/100 Ethernet Ports Copper Only 50 Segments - 4 Physical	Five 10/100 Ethernet Ports Copper Only 50 Segments - 6 Physical	Four 10/100 Ethernet Ports Copper Only 50 Segments - 2	Four 10/100 Ethernet Ports Copper Only 50 Segments - 2	Four 10/100 Ethernet Ports Copper Only 50 Segments - 4	Four 10/100 Ethernet Ports Copper Only 50 Segments - 4	Four 10/100 Ethernet Ports Copper Only 50 Segments - 4	Four 10/100 Ethernet Ports Copper Only 50 Segments - 4	Eight 10/100 Ethernet Ports Fiber and Copper Total Segments - 2
Scalability	Four 10/100 Ethernet Ports Copper Only 50 Segments - 4 Physical	Five 10/100 Ethernet Ports Copper Only 50 Segments - 6 Physical	Four 10/100 Ethernet Ports Copper Only 50 Segments - 2	Four 10/100 Ethernet Ports Copper Only 50 Segments - 2	Four 10/100 Ethernet Ports Copper Only 50 Segments - 4	Four 10/100 Ethernet Ports Copper Only 50 Segments - 4	Four 10/100 Ethernet Ports Copper Only 50 Segments - 4	Four 10/100 Ethernet Ports Copper Only 50 Segments - 4	Eight 10/100 Ethernet Ports Fiber and Copper Total Segments - 2
Power Dissipation Units Amb. (Max. Rused Power) Efficiency Temp. Range (R)	AC 6/3 100-240 70-95 50-50	AC 6/3 100-240 70-95 50-50	AC 6/3 100-240 68-95 50-50	AC 6/3 100-240 72-95 50-50	AC 6/3 100-240 68-95 50-50	AC 6/3 100-240 68-95 50-50	AC 6/3 100-240 68-95 50-50	AC 6/3 100-240 68-95 50-50	AC 6/3 100-240 68-95 50-50
Dimensions Height (in) Height (cm) Width (in) Width (cm) Depth (in) Depth (cm) Weight (lb) Weight (kg)	2.0 5.1 17.25 44.3 13.2 33.5 9.0 4.1	1.75 (10) 4.5 17.25 44.3 13.2 33.5 9.0 4.1	2.5 (10) 6.5 17.25 43.8 12 30.5 20 7.5	2.0 5.1 17.25 43.8 12 30.5 20 7.5	2.5 (10) 6.5 17.25 43.8 12 30.5 20 7.5	2.5 (10) 6.5 17.25 43.8 12 30.5 20 7.5	2.5 (10) 6.5 17.25 43.8 12 30.5 20 7.5	2.5 (10) 6.5 17.25 43.8 12 30.5 20 7.5	3.5 (20) 9.5 17.25 43.8 12 30.5 20 7.5
High Availability Dual-Power Supplies (on models 200 and above, excluding 200E) Layer 2 Failover Active-Active or Active-Passive Stateful Redundancy (IPS & SaaS) Zero Power High Availability SWS: Fault Tolerant Configurations Available Security Certification Common Criteria EAL2 Third Party Certifications/Awards/Designations CSA Labs Network IPS Certification (5000E) CSA Labs Firewall/Sec VPN Certification (X505) Leader - Gartner IPS Magic Quadrant 2H05 Vendor of Record (over 2005) InfoSec Award 2006 - Security Excellence Award 2006 (TippingPoint X505) InfoSec Today Intrusion Prevention Award (2006) Frost & Sullivan Award for Technology Leadership (2005 and 2006) Frost & Sullivan Market Penetration Leadership Award - IDS/IPS Market (2005 and 2006)	• Network World China Editor's Award (2006) • SEC Award 2006 - Security Week Brazil Best Product (2006) • Frost and Sullivan 2005 Network Security Infrastructure Protection: Entrepreneurial Company of the Year • Aberdeen Group - Best Practices Award for Security 2005 • Info Security Products Guide - Best Deployment Scenario 2005 • Channel Awards 2005 - Best Corporate Appliance Security Solution (50) • The NSS Group - NSS Gold Award • SC Global Awards - Best Security Solution 2005 • Information Security Magazine - IPS Product of the Year 2004 • SC Magazine Best Buy of 2004, 2005 • SANS Institute Trusted Tool • IDG 2004 Network Protection Product of the Year • eWeek Excellence Award - Enterprise Resource Protection • eWeek Labs Analyst's Choice • CompTIA Best New Product 2003 • The Tolly Group - Up To Spec • University Business Magazine "Show Stopper" Award	• Network World China Editor's Award (2006) • SEC Award 2006 - Security Week Brazil Best Product (2006) • Frost and Sullivan 2005 Network Security Infrastructure Protection: Entrepreneurial Company of the Year • Aberdeen Group - Best Practices Award for Security 2005 • Info Security Products Guide - Best Deployment Scenario 2005 • Channel Awards 2005 - Best Corporate Appliance Security Solution (50) • The NSS Group - NSS Gold Award • SC Global Awards - Best Security Solution 2005 • Information Security Magazine - IPS Product of the Year 2004 • SC Magazine Best Buy of 2004, 2005 • SANS Institute Trusted Tool • IDG 2004 Network Protection Product of the Year • eWeek Excellence Award - Enterprise Resource Protection • eWeek Labs Analyst's Choice • CompTIA Best New Product 2003 • The Tolly Group - Up To Spec • University Business Magazine "Show Stopper" Award	• Number of Attack Filters - 3,000+ • Categories • Worm • Virus • Trojan • P2P • VoIP • Backdoor • DNS • RPC • ICMP • App • UDP • Actions • Block • Permit • Log • Script • Script • LED Indicators • Status • Link State • System Power	• Number of Attack Filters - 3,000+ • Categories • Spyware • DDoS • Reconnaissance • Bandwidth Hijacking • Blended Threat • Walk-in Worm • Zero Day Malware • Protocols/Applications (partial list) • IP • DNS • VLAN • TCP • ICMP • HTTP • FTP • App • Telnet • SMTP • IMAP • SMB • Copy • Quarantine • Alert • EMail • File Limit • Messaging • ENMail • LED Indicators • Status • Network Activity • Link State • System Power	• Number of Attack Filters - 3,000+ • Categories • Spyware • DDoS • Reconnaissance • Bandwidth Hijacking • Blended Threat • Walk-in Worm • Zero Day Malware • Protocols/Applications (partial list) • IP • DNS • VLAN • TCP • ICMP • HTTP • FTP • App • Telnet • SMTP • IMAP • SMB • Copy • Quarantine • Alert • EMail • File Limit • Messaging • ENMail • LED Indicators • Status • Network Activity • Link State • System Power	• Number of Attack Filters - 3,000+ • Categories • Spyware • DDoS • Reconnaissance • Bandwidth Hijacking • Blended Threat • Walk-in Worm • Zero Day Malware • Protocols/Applications (partial list) • IP • DNS • VLAN • TCP • ICMP • HTTP • FTP • App • Telnet • SMTP • IMAP • SMB • Copy • Quarantine • Alert • EMail • File Limit • Messaging • ENMail • LED Indicators • Status • Network Activity • Link State • System Power	• Number of Attack Filters - 3,000+ • Categories • Spyware • DDoS • Reconnaissance • Bandwidth Hijacking • Blended Threat • Walk-in Worm • Zero Day Malware • Protocols/Applications (partial list) • IP • DNS • VLAN • TCP • ICMP • HTTP • FTP • App • Telnet • SMTP • IMAP • SMB • Copy • Quarantine • Alert • EMail • File Limit • Messaging • ENMail • LED Indicators • Status • Network Activity • Link State • System Power	• IEC60950 • ROHS Compliance • Immunity • EN-61000-3-2: Harmonic Emissions • EN-61000-3-3: Voltage Fluctuations and Flicker • EN-61000-4-2: ESD Immunity • EN-61000-4-3: Radiated Immunity • EN-61000-4-4: EFT: Burst Transients • EN-61000-4-5: Surge Protection • EN-61000-4-6: Injected RF • EN-61000-4-11: Dipse and Sags Emissions • FCC Class A: Regulations for Radio Frequency Devices for Electromagnetic Compliance • ICES-003, Class A • EN 55022, Class A • VCCI Class A • AS/NZS-3550 Class A • Warranty The standard warranty is for a 12-month period from the date of purchase. Training courses are available from TippingPoint.	

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4001818.006 1/2006

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INFORMATION SERVICES

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115 E. Washington, Room 202 P.O. Box 2400

Bloomington, Illinois 61702-2400

**Request for Approval
To Purchase Intrusion Prevention System
Under GSA contract**

June 6, 2007

To the Honorable Members of the McLean County Executive Committee:

I respectfully request permission to purchase a Tipping Point Intrusion Prevention System Device With three years maintenance under GSA contract number GS-35F-0414K. County purchasing policy states (Chapter 17.59-5) "County departments may participate in inter-governmental purchasing." As a result of the GSA contract, the equipment has already processed through the bidding criteria required by Illinois law.

The device will allow McLean County Government to significantly improve the security of its data and this device will work to detect and prevent intrusion from unauthorized entities.

This model is the Tipping Point 600E Copper based system,. The contract price of \$38,416.24 includes three years of maintenance. Sufficient monies have been budgeted within the Fiscal Year 2007 budget for this purchase.

I respectfully request approval for the purchase of the Tipping Point 600E device under the GSA contract provisions. I've attached a 2 page product description for your review.

Respectfully submitted,

Craig Nelson

Craig Nelson
Director
McLean County Information Services



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

Michael F. Sweeney
Chairman

June 14, 2007

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

Your EXECUTIVE COMMITTEE, pursuant to Section 5.11-4 1 of the *Rules of the County Board of McLean County*, has reviewed the *Executive Session Minutes* and the recommendation received from the County Administrator and First Assistant State's Attorney to open or keep closed certain *Executive Session Minutes*.

Your EXECUTIVE COMMITTEE herewith respectively recommends that the *Executive Session Minutes* identified to be OPEN on the attached listing be hereby OPENED and the balance of the *Executive Session Minutes* remains CLOSED in accordance with the provisions of Illinois law.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLean County Board

District #1 Stan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Cathy Ahart Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Teri Renner	District #10 Benjamin J. Owens Bob Nuckolls

OPEN-CLOSED MINUTES REVIEW
Updated: June 2007

Date	Board/Committee	Matter Discussed	Recommendation
02/10/82	Transportation	Personnel	Closed
05/05/82	Lawsuit Steering	Pending Litigation	Closed - Open
05/27/82	Lawsuit Steering	Pending Litigation	Closed - Open
11/04/82	Finance	Personnel	Closed
11/04/82	Health Services	Personnel	Closed - Open
11/09/82	Advisory	Personnel	Closed
02/15/83	Executive	Imminent Litigation	Closed
03/08/83	Executive	Pending\Imminent Litigation	Closed
09/01/83	Property/Environment	Personnel	Closed
02/21/84	County Board	Board Vacancy	Closed
04/16/85	County Board	Collective Bargaining	Closed
05/21/85	County Board	Collective Bargaining	Closed
07/16/85	County Board	Collective Bargaining	Closed
01/12/87	Health	Personnel	Closed
01/20/87	County Board	Personnel and Collective Bargaining	Closed
07/13/87	Justice	Personnel	Closed
07/21/87	County Board	Collective Bargaining	Closed
08/17/87	Ad Hoc	Personnel	Closed
12/01/87	Finance	Personnel and Collective Bargaining	Closed
05/10/88	Executive	Pending Litigation	Closed - Open
10/17/89	Finance	Pending Litigation	Closed
07/03/90	Finance	Personnel & Pending Litigation	Closed
08/07/90	Finance	Personnel	Closed
10/02/90	Finance	Personnel/Pending Litigation	Closed
02/05/91	Finance	Personnel/Pending Litigation	Closed
05/02/91	Land Use	Pending Litigation	Closed
08/20/91	County Board	Personnel	Closed
10/07/91	Justice	Personnel	Closed
08/18/92	County Board	Pending Litigation	Closed
09/15/92	County Board	Pending Litigation	Closed
10/06/92	Finance	Pending Litigation	Closed
11/04/92	Finance	Pending Litigation	Closed

OPEN-CLOSED MINUTES REVIEW
Updated: June 2007

11/05/92	Property	Personnel	Closed
11/17/92	County Board	Personnel	Closed
12/01/92	Finance	Personnel	Closed
04/08/93	Property	Land Purchase	Closed
05/04/93	Finance	Pending Litigation	Closed
06/15/93	County Board	Pending Litigation & Personnel	Closed
12/21/93	Finance	Pending Litigation & Personnel	Closed
04/05/94	Finance	Pending Litigation & Personnel	Closed
06/07/94	Transportation	Personnel	Closed
06/14/94	Executive	Personnel	Closed
01/16/96	County Board	Personnel	Closed
01/16/96	Finance	Personnel	Closed
09/03/96	Finance	Personnel	Closed
10/15/96	County Board	Personnel	Closed
01/02/97	Property	Sale of Real Estate	Closed
01/21/97	Finance	Personnel	Closed
01/21/97	County Board	Personnel	Closed
02/06/97	Property	Sale of Real Estate	Closed
03/04/97	Finance	Collective Bargaining	Closed
04/01/97	Finance	Personnel	Closed
04/01/97	Finance	Personnel	Closed
05/06/97	Finance	Collective Bargaining\Personnel	Closed
05/08/97	Property	Sale of Real Estate	Closed
06/03/97	Finance	Collective Bargaining\Personnel	Closed
07/01/97	Finance	Personnel	Closed
08/05/97	Finance	Personnel	Closed
10/22/97	Finance	Personnel	Closed
04/02/98	Land Use	Personnel	Closed
04/07/98	Finance	Personnel	Closed
05/07/98	Land Use	Personnel	Closed
06/02/98	Finance	Pending Litigation	Closed
06/04/98	Land Use	Personnel	Closed
08/04/98	Finance	Collective Bargaining	Closed

OPEN-CLOSED MINUTES REVIEW
Updated: June 2007

08/06/98	Property	Personnel	Closed
09/03/98	Property	Personnel	Closed
10/01/98	Property	Personnel	Closed
10/06/98	Finance	Personnel	Closed
11/04/98	Finance	Personnel	Closed
11/09/98	Property	Personnel	Closed
11/17/98	County Board	Personnel	Closed
12/03/98	Property	Personnel	Closed
12/15/98	Finance	Collective Bargaining	Closed
01/05/99	Finance	Collective Bargaining	Closed
03/02/99	Finance	Collective Bargaining	Closed
05/06/99	Property	Sale of Real Estate	Closed
05/18/99	Finance	Collective Bargaining	Closed
06/01/99	Finance	Collective Bargaining	Closed
07/06/99	Finance	Collective Bargaining	Closed
10/05/99	Transportation	Collective Bargaining	Closed
10/05/99	Finance	Collective Bargaining	Closed
11/02/99	Finance	Collective Bargaining	Closed
12/07/99	Finance	Collective Bargaining	Closed
01/04/00	Finance	Collective Bargaining	Closed
04/18/00	Finance	Collective Bargaining	Closed
04/18/00	County Board	Pending Litigation	Closed
05/02/00	Finance	Collective Bargaining/Personnel	Closed
11/07/00	Finance	Collective Bargaining/Personnel	Closed
12/05/00	Transportation	Personnel	Closed
01/02/01	Finance	Collective Bargaining	Closed
01/16/01	Finance	Collective Bargaining	Closed
02/06/01	Finance	Collective Bargaining	Closed
03/06/01	Finance	Collective Bargaining/Personnel	Closed
04/03/01	Finance	Pending Lit./Collective Bargaining	Closed
05/01/01	Transportation	Acquisition of Real Estate	Closed
05/01/01	Finance	Personnel/Collective Bargaining	Closed
05/03/01	Property	Acquisition of Real Estate	Closed

OPEN-CLOSED MINUTES REVIEW
Updated: June 2007

05/07/01	Justice	Personnel	Closed
06/05/01	Transportation	Acquisition of Real Estate	Closed
06/07/01	Property	Acquisition of Real Estate	Closed
06/12/01	Executive	Personnel	Closed
09/04/01	Finance	Collective Bargaining	Closed
10/02/01	Finance	Collective Bargaining	Closed
12/04/01	Finance	Personnel	Closed
12/04/01	Transportation	Personnel	Closed
03/01/02	Finance	Collective Bargaining	Closed
04/02/02	Transportation	Purchase of Real Estate	Closed
04/02/02	Finance	Immient Litigation/Collect. Barg.	Closed
05/07/02	Transportation	Collective Bargaining/Pur. Real Est.	Closed
06/04/02	Transportation	Lease of Real Estate	Closed
06/11/02	Executive	Personnel	Closed
07/11/02	Property	Purchase of RE/Personnel	Closed
12/10/02	Transportation	Personnel	Closed
01/06/03	Finance	Collective Bargaining	Closed
01/06/03	Finance	Personnel	Closed
01/06/03	Justice	Personnel	Closed
04/01/03	Finance	Personnel	Closed
05/06/03	Finance	Personnel	Closed
06/03/03	Finance	Collective Bargaining	Closed
06/03/03	Finance	Personnel	Closed
06/10/03	Executive	Personnel	Closed
08/05/03	Finance	Collective Bargaining	Closed
08/07/03	Property	Sale of Real Estate	Closed
09/02/03	Finance	Collective Bargaining	Closed
09/16/03	Finance	Collective Bargaining	Closed
10/09/03	Finance	Pers./Pend. Litig./Coll. Barg.	Closed
11/04/03	Finance	Collective Bargaining	Closed
11/17/03	Finance	Collective Bargaining	Closed
12/02/03	Transportation	Personnel	Closed
12/02/03	Finance	Collective Bargaining	Closed

OPEN-CLOSED MINUTES REVIEW
Updated: June 2007

01/06/04	Finance	Personnel/Collective Bargaining	Closed
02/03/04	Finance	Collective Bargaining	Closed
03/02/04	Finance	Collective Bargaining	Closed
03/16/04	Finance	Personnel	Closed
06/08/04	Executive	Personnel	Closed
10/05/04	Finance	Collective Bargaining	Closed
10/15/04	Finance	Collective Bargaining	Closed
12/07/04	Finance	Collective Bargaining	Closed
12/07/04	Transportation	Personnel	Closed
01/04/05	Finance	Collective Bargaining	Closed
02/01/05	Finance	Collective Bargaining	Closed
03/01/05	Finance	Collective Bargaining	Closed
04/05/05	Finance	Collective Bargaining	Closed
04/06/05	Transportation	Collective Bargaining	Closed
04/19/05	County Board	Pending Litigation	Closed
06/07/05	Finance	Collective Bargaining	Closed
06/14/05	Executive	Personnel	Closed
06/16/05	Finance	Personnel	Closed
07/05/05	Finance	Personnel	Closed
08/05/05	Finance	Personnel	Closed
10/04/05	Finance	Personnel	Closed
12/06/05	Transportation	Personnel	Closed
12/06/05	Finance	Collective Bargaining	Closed
12/20/05	Finance	Pending Litigation	Closed
02/07/06	Finance	Personnel and Collective Bargaining	Closed
05/02/06	Finance	Personnel and Collective Bargaining	Closed
06/06/06	Finance	Personnel	Closed
07/11/06	Transportation	Personnel	Closed
07/11/06	Executive	Personnel	Closed
07/11/06	Finance	Pending Litigation	Closed
10/03/06	Finance	Pending Litigation and Collective Bargaining	Closed
11/07/06	Finance	Pending Litigation	Closed
12/05/06	Transportation	Personnel	Closed

OPEN-CLOSED MINUTES REVIEW

Updated: June 2007

12/05/06	Finance	Collective Bargaining	Closed
01/02/07	Finance	Collective Bargaining	Closed
02/06/07	Finance	Collective Bargaining and Pending Litigation	Closed
04/03/07	Finance	Collective Bargaining	Closed
05/01/07	Finance	Collective Bargaining	Closed
Y: Open-Closed Minutes Review.June2007			




OFFICE OF THE ADMINISTRATOR

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

115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

May 29, 2007

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

From: John M. Zeunik 

Re: EXECUTIVE SESSION: Review of the Closed Minutes

Pursuant to Section 5.11-4 1 of the *Rules of the County Board of McLean County, Illinois*, Eric Ruud, First Assistant State's Attorney, and I have completed a review of the closed Minutes. For your information and review, we have prepared the attached listing of the *Executive Session* Committee and Board meetings, the matter discussed in *Executive Session*, and a staff recommendation on whether the closed Minutes should be declared Open at this time.

Pursuant to Illinois law, the Committee and the County Board may consider the review of the closed Minutes in *Executive Session*. During the Committee's review of the closed Minutes, the closed Minutes from each Committee and Board meeting will be available.

Should you have any questions concerning this matter, please call me at 888-5110.

Thank you.

RESOLUTION OF THE McLEAN COUNTY BOARD
 APPROVING RECOMMENDED BOUNDARY CHANGES
 FOR CERTAIN PRECINCTS

WHEREAS, pursuant to 10 *ILCS* 5/11-2, the McLean County Board, at its regular meeting in June, shall consider and approve necessary boundary changes for certain precincts; and,

WHEREAS, the McLean County Clerk has recommended approval of the following boundary changes:

<u>Current Precinct</u>	<u>Recommended Change</u>
Normal 8	Normal 8 and Normal 30
Normal 18	Normal 18 and Normal 28
Normal 23	Normal 23 and Normal 29
Normal 26	Normal 26 and Normal 27
 Bloomington Township	 Combine Bloomington Township 1, 3 and 4 to become Bloomington Township 1
 Danvers Township	 Danvers 1 and Danvers 2
 Hudson Township	 Restructure for even split of registered voters
 Old Town Township	 Old Town 1 and Old Town 2
 Randolph Township	 Restructuring for even split of registered voters and adding fourth precinct; and,

WHEREAS, the necessary boundary changes recommended by the McLean County Clerk include a map and a legal description of each precinct; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, June 5, 2007, recommended approval of the McLean County Clerk's recommendation to make necessary boundary changes to certain precincts; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) The McLean County Board hereby approves the McLean County Clerk's recommendation to make necessary boundary changes to certain precincts as follows:

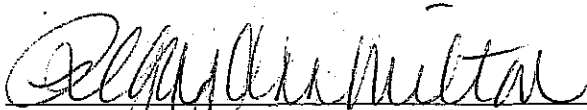
(2)

<u>Current Precinct</u>	<u>Recommended Change</u>
Normal 8	Normal 8 and Normal 30
Normal 18	Normal 18 and Normal 28
Normal 23	Normal 23 and Normal 29
Normal 26	Normal 26 and Normal 27
Bloomington Township	Combine Bloomington Township 1, 3 and 4 to become Bloomington Township 1
Danvers Township	Danvers 1 and Danvers 2
Hudson Township	Restructure for even split of registered voters
Old Town Township	Old Town 1 and Old Town 2
Randolph Township	Restructuring for even split of registered voters and adding fourth precinct

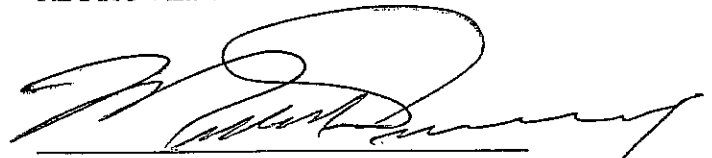
- (2) The McLean County Board further approves the map and legal description of each precinct and hereby incorporates the map and legal description as a part of this Resolution.
- (3) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Supervisor of Normal Township, Supervisor of Bloomington Township, Supervisor of Danvers Township, Supervisor of Hudson Township, Supervisor of Old Town Township, Supervisor of Randolph Township and the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 19th day of June, 2007.

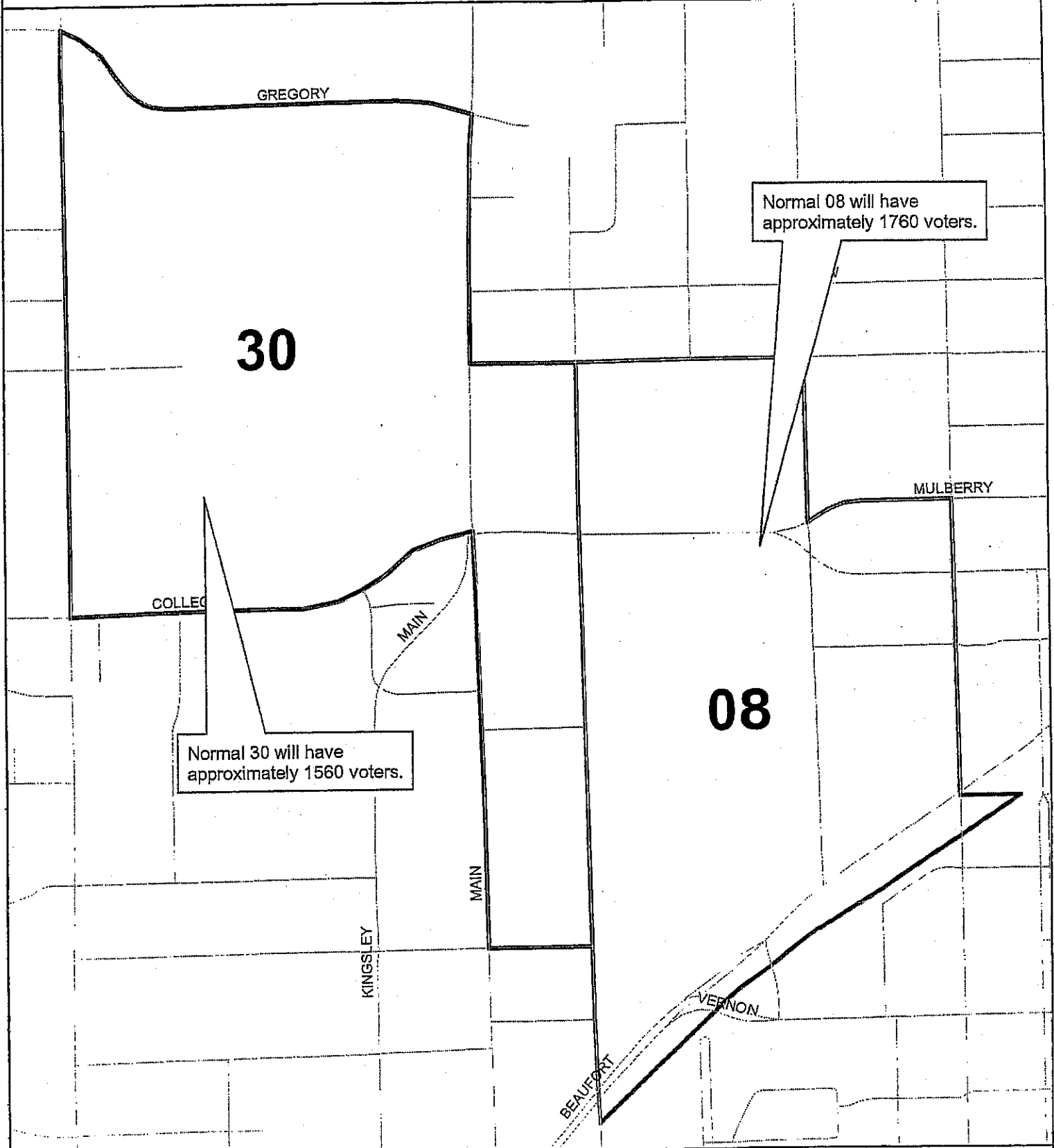
ATTEST:


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

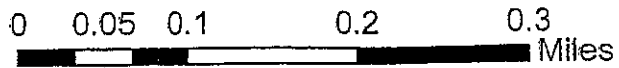
APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

Normal 08 and 30



McLean County Government
115 E Washington St.
Bloomington IL, 61701

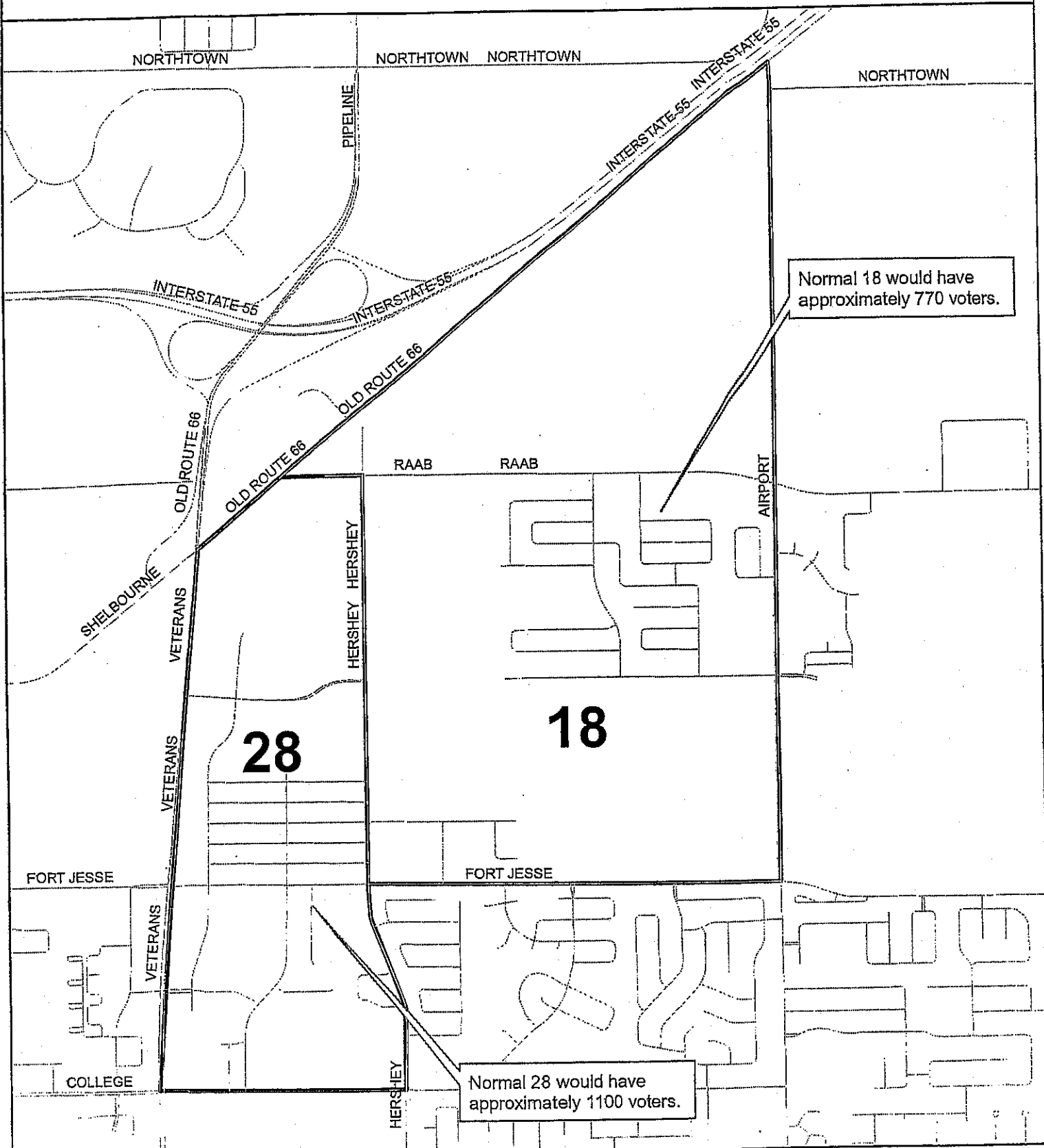


BN Precincts
[White Box] NORMAL 08
[Black Box] NORMAL 30

PRECINCT 30: PT SEC 28-24-2E - BEG INT C/L'S ADELAIDE & GREGORY STS, S TO C/L COLLEGE AVE, E ALG COLLEGE AVE C/L TO C/L MAIN ST, S TO C/L DALE ST., E TO C/L UNIVERSITY ST, N TO C/L LOCUST ST, W TO C/L OF MAIN ST, N TO C/L OF GREGORY ST, NW ALG C/L OF GREGORY ST TO POB

PRECINCT 8: PT SEC 28-24-2E - BEG INT C/L'S DALE & UNIVERSITY STS, S TO C.M. & W. RR, NE TO WLY EXT OF PHOENIX AVE C/L, W TO C/L FELL AVE, N TO C/L MULBERRY ST, W TO C/L SCHOOL ST, N TO C/L LOCUST ST, W TO C/L UNIVERSITY ST, S TO POB

Normal 18 and 28

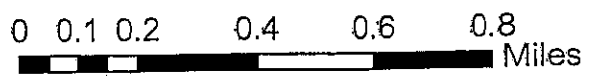


BN Precincts

-  NORMAL 18
-  NORMAL 28



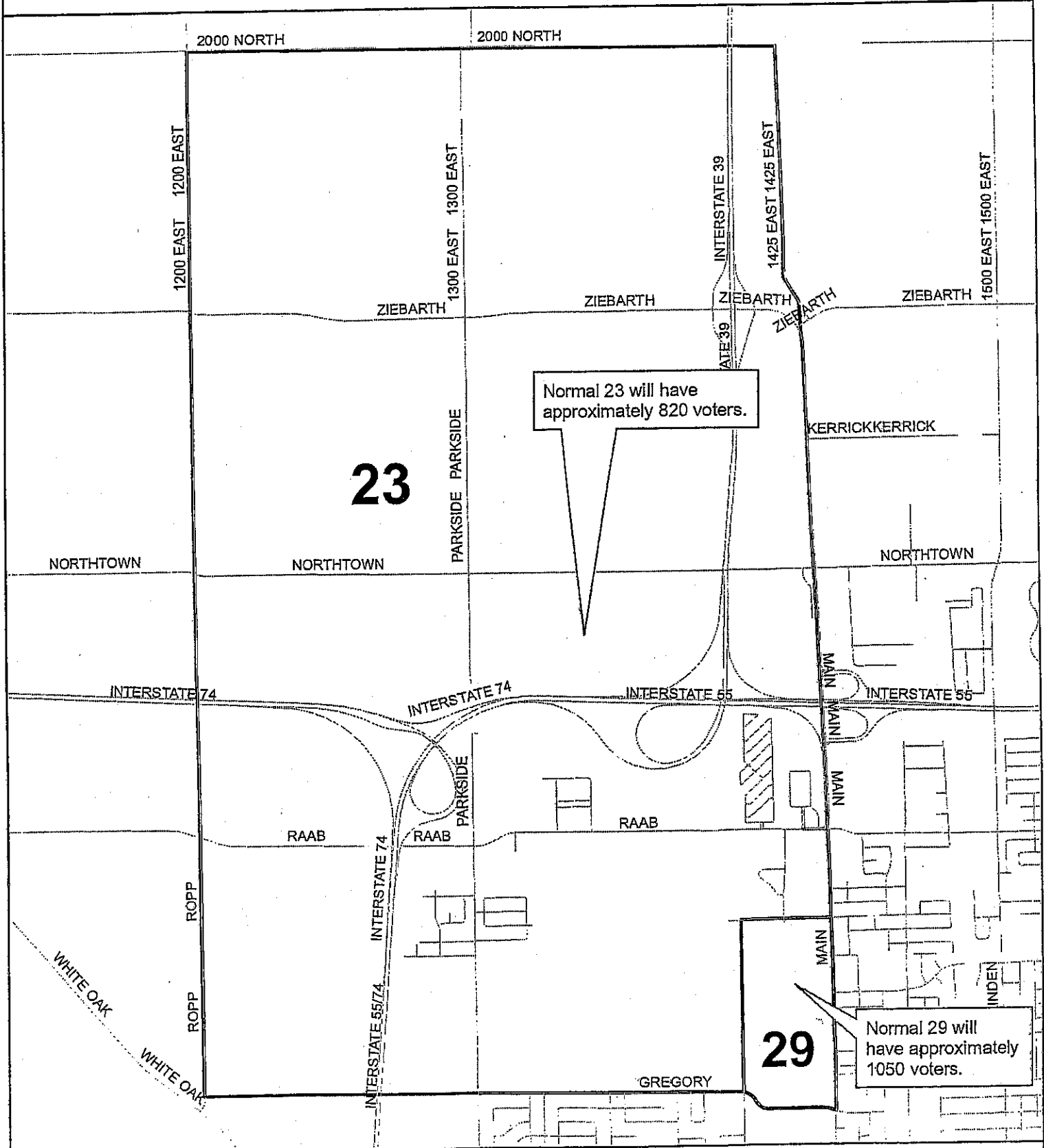
McLean County Government
 115 E Washington St.
 Bloomington Il, 61701



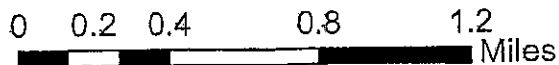
PRECINCT 28: PT SECS 23, 24, 25 & 26-24-2E – BEG INT C/L'S VETERAN'S PKWY & COLLEGE AVE, E TO C/L HERSHEY RD, NW ALG C/L HERSHEY RD TO C/L RAAB RD, W ALG W'LY EXT RAAB RD C/L TO C/L OLD ROUTE 66, SW ALG C/L OLD ROUTE 66 TO C/L VETERAN'S PKWY, SW ALG C/L VETERAN'S PKWY TO POB

PRECINCT 18: PT SECS 13 & 24-24-2E – BEG INT C/L'S FORT JESSE RD & HERSHEY RD, E TO C/L AIRPORT RD, N TO C/L OLD ROUTE 66, SW TO W'LY EXT OF RAAB RD C/L, E TO C/L HERSHEY RD, S TO POB

Normal 23 and 29



McLean County Government
 115 E Washington St.
 Bloomington Il, 61701



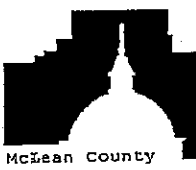
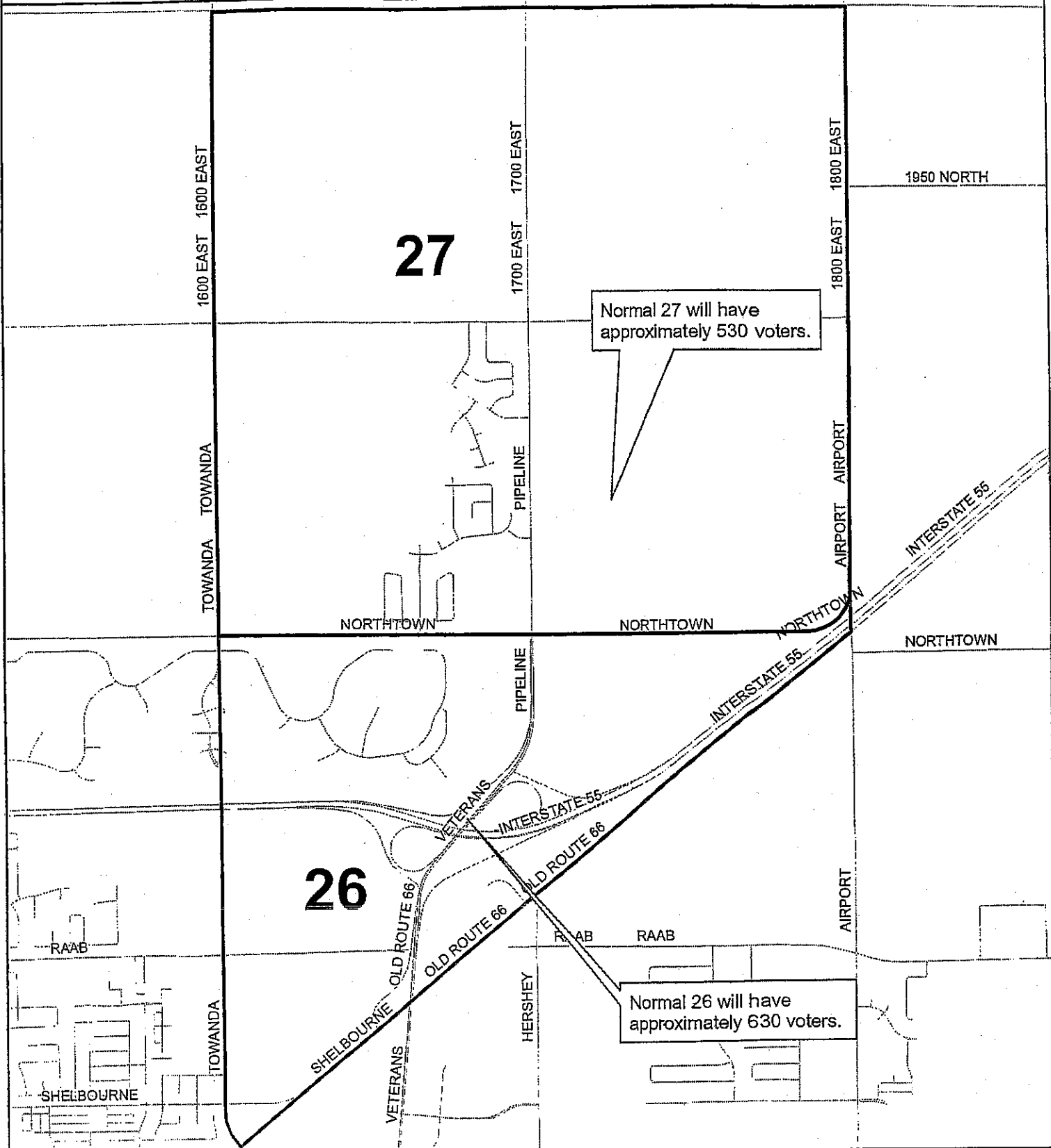
BN Precincts

- NORMAL 23
- NORMAL 29

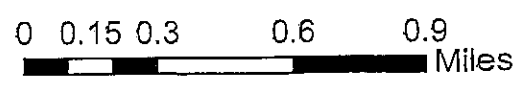
PRECINCT 23: PT SECS 4,5,6,7,8,9,16,17,18,19 & 20-24-2E-BEG INT C/L'S
GREGORY ST & ADELAIDE ST, N ALG N'LY EXT C/L ADELAIDE ST TO C/L
ORLANDO AVE, E TO C/L MAIN ST, N TO C/L 2000 NORTH RD, W TO C/L 1200
EAST RD, S TO C/L GREGORY ST, E TO POB

PRECINCT 29: PT SECS 21 & 28-24-2E – BEG INT C/L'S GREGORY & MAIN
STS, N TO C/L ORLANDO AVE, W TO EXT C/L ADELAIDE ST, S TO C/L
GREGORY ST, SE ALG C/L GREGORY ST TO POB

Normal 26 and 27



McLean County Government
 115 E Washington St.
 Bloomington Il, 61701



BN Precincts

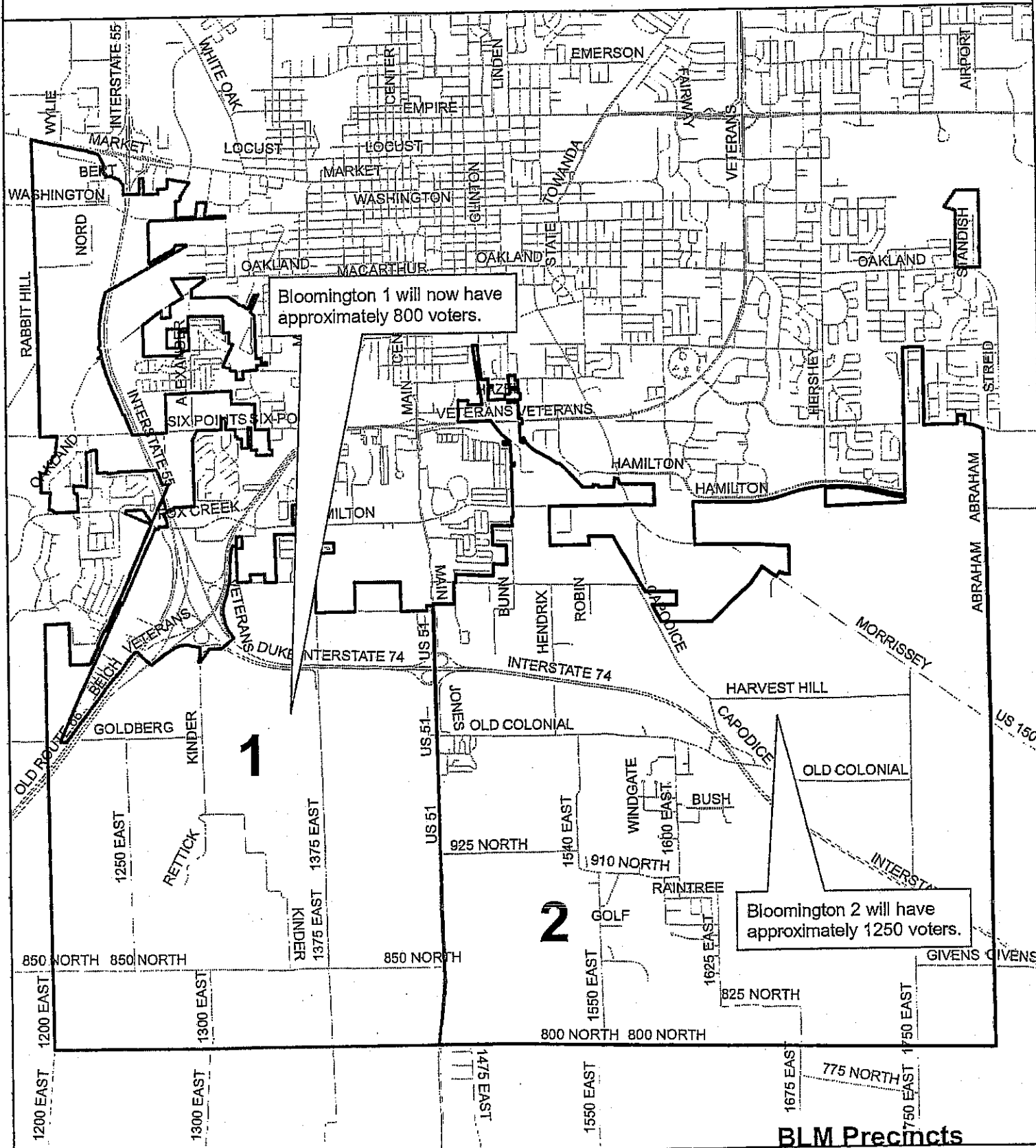
- NORMAL 26
- NORMAL 27

PRECINCT 26: PT SECS 13, 14 & 23-24-2E - BEG INT C/L'S NORTHTOWN RD & TOWANDA AVE, SE ALG C/L TOWANDA AVE TO C/L US BR 66, NE TO C/L NORTHTOWN RD, W TO POB



PRECINCT 27: SECS 1, 2, 11 & 12-24-2E

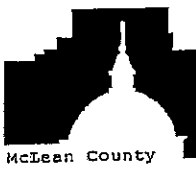
APPROVED

Bloomington 1 & 2

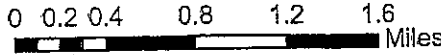


BLM Precincts

Prec_Name	
	BLOOMINGTON 01
	BLOOMINGTON 02



McLean County Government
 115 E Washington St.
 Bloomington Il, 61701



BLOOMINGTON TWP

PRECINCT #1 -

PT SECS 5, 6, 7, 8, 17 THRU 21 & 28 THRU 33-23-2E - BEG INT C/L'S 1200 EAST RD & 800 NORTH RD, E TO C/L US 51, N ALG SD HWY TO A PT 172'N INT C/L BRIGHAM SCHOOL RD & E LN SEC 21-23-2E, W205', S172', W859', N TO N LN SEC 21-23-2E, W TO NW COR SEC 21-23-2E, S TO C/L LN BRIGHAM SCHOOL RD, W TO W LN E1/2 NE SEC 20-23-2E, N TO SW COR LT 33 SUB OF SEC 17-23-2E, E TO SE COR LT 33 SD SUB, N TO NE COR SD LT 33 SD SUB, W TO W LN E1/2 SE SEC 17-23-2E, N TO NW COR E1/2 SE SEC 17-23-2E, W693', S TO N LN SALE BARN RD, E464.71', S329.95', W1103.54', S TO SE COR E1/2 SW SEC 17-23-2E, W381.31', N282', W470', S282', W TO SW COR E1/2 SW SEC 17-23-2E, N TO A PT 203'S & 215'W NE COR LT 6 TOWNLEY'S HIGHLAND ACRES SUB, E215', N403', W215', S304.75', W TO E LN US 66, S ALG SD E LN HWY TO PT LYG NW & PERP TO INT S LN I-74 & N LN OF S6.96 AC TR IN W1/2 NW SEC 20-23-2E, SW TO S LN HWY I-74, NW TO NW COR SD 6.96 AC TR, SW TO W LN SEC 20-23-2E, NW758.8', SW ALG SE LN US 66 TO A PT 126'S & 1558'W NE COR SE SEC 19-23-2E, NW TO N LN LT 1 KING ESTATE SUB EXT'D E, W TO NE COR LT 1 KING ESTATE SUB, SW TO S LN C.H. 32, W TO E LN C.M. & W. RY, NE ALG SE LN C.M.&W. RR TO N LN FOX CREEK RD, SE ALG N LN FOX CREEK RD TOW LN I-55 & 74, NW ALG W LN HWY TO A PT LYG SE OF INT W LN SD HWY & SE LN RR, NE TO A PT 56.93'S & 330'E NW COR E1/2 SE SEC 18-23-2E, N56.93', E TO SW COR NW SEC 17-23-2E, N TO S LN C.M. & W. RY, NE TO C/L LN SIX POINTS RD, E TO PT 330'W SE COR W1/2 SW SEC 8-23-2E, N397', E165', S397', E TO E LN OAKWOODS DEVELOPMENT, SE251', E74', S83.88', E126.85', S TO A PT 660'S C/L SIX POINTS RD, E232', N660', E100', S TO S LN N1/2 LT 16 SUB OF SEC 17-23-2E, E TO NE COR S2.50 AC TR W1/2 SEC 16 SD SUB, S TO S LN SD LT, E TO SE COR SD LT, N TO SE COR LT 128 SZAREKS SUB, W91', N TO C/L SIX POINTS RD, W TO INT SW COR THE TIMBERS, N TO NE COR LT 1 COMMISSIONER SUB OF LOT 6, W TO SW COR WOODLAND RIDGE 4TH ADD, N TO NE COR LT 7 SUB OF SW SEC 8-23-2E, W TO NW COR LT 27 SUB OF E1/2 SEC 7-23-2E, S TO C/L SIX POINT RD, W TO W LN I-55 & 74, NW ALG W LN SD HWYS TO INT W LN HWY & S LN FORM RR ROW, NE ALG SD FORM RR ROW TO E LN SE SEC 6-23-2E, N8.55', NW381.79', NW66.11', S192.6', SW ALG N LN FORM RR ROW TO W LN E1/2 SE SEC 6-23-2E, N TO S LN FORM RR ROW, E ALG SD FORM RR ROW TO C/L EUCLID AVE, N TO C/L WASHINGTON ST, W TO C/L CAROLINE ST, NE TO INT C/L'S CAROLINE ST & TIPTON EXT'D W, W370.1', SW TO C/L WASHINGTON ST, W TO A PT 335.24'W E LN SE SEC 6-23-2E, N TO N LN SE SEC 6-23-2E, E TO C/L MARKET SQUARE, NE TO E LN NE SEC 6-23-2E, N TO S'LY COR .25 AC TRI TR IN SW NW SEC 5-23-2E, NE TO NE COR SD TRI TR, W110', NW TO C/L HOYT ST, S TO A PT 15'N SE COR LT 19 ABBOTT'S SUB PT NE SEC 6-23-2E EXT'D E, W264.1', S TO SE COR LT 21 SD SUB, W TO SW COR BROCKS ADD, N TO NE COR LT 2 ABBOTTS SUB W. END LOT 8, W146.2', S TO N LN LT 22 CO. CLERK'S SUB OF LOTS 8 THRU 12, W TO C/L I-55 & 74, N TO C/L MARKET ST, NW ALG C/L MARKET ST TO W LN

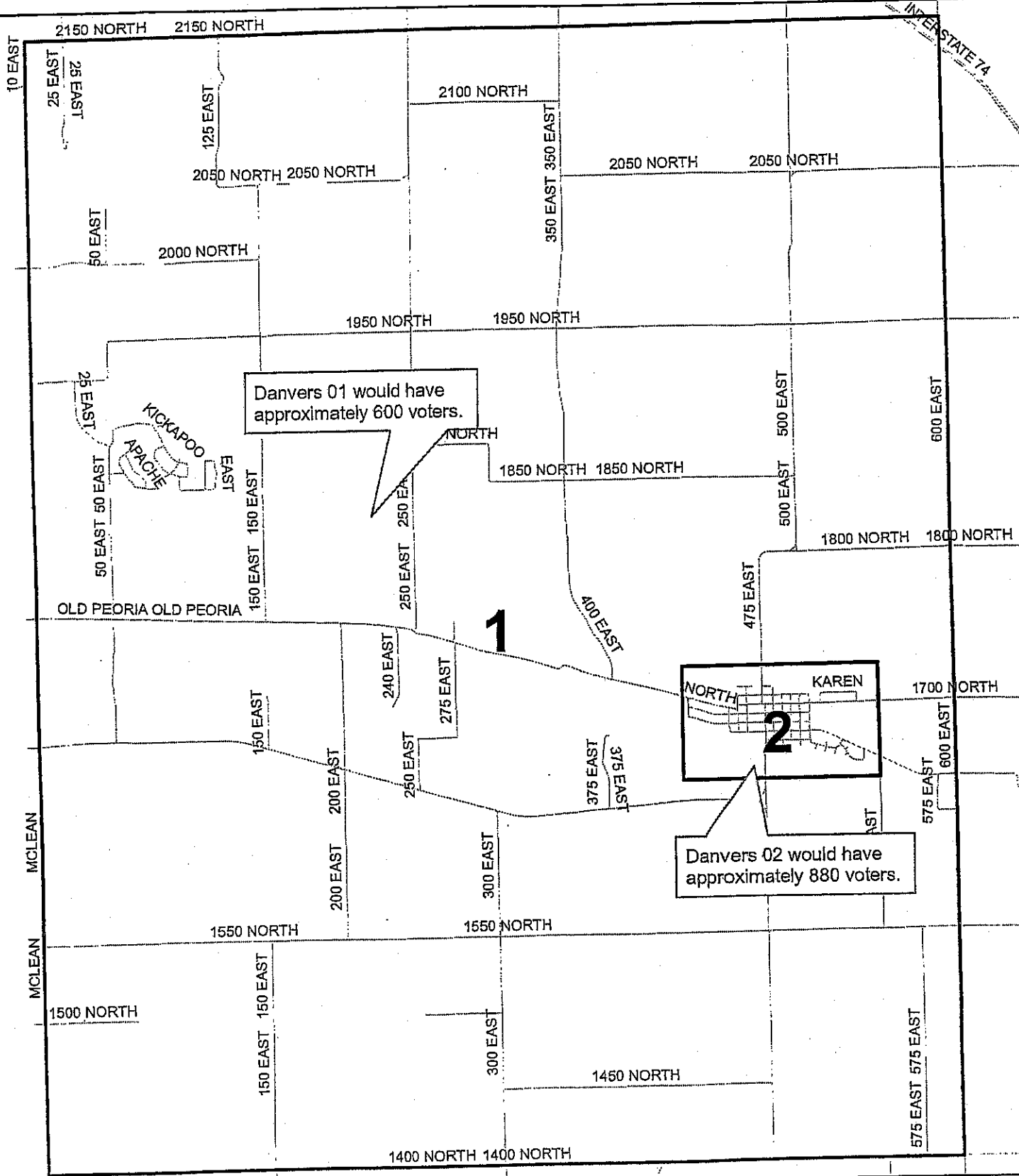
SEC 6-23-2E, S TO C/L SIX POINTS RD, E598.82', SW792.04', W75.76', SW247.45', W73.3', SW367.62', W TO W LN SEC 8-23-2E, S TO N LN FOX CREEK COUNTY CLUB, SE TO C/L W. OAKLAND COUNTY RD, SW TO N LN FOX CREEK COUNTY CLUB 1ST ADD, SE111.54', SE TO C/L FOX CREEK RD, E TO E LN W1/2 NW SEC 18-23-2E, N718.8', SW71.25', NW84.98', N TO C/L PARKRIDGE RD, SE TO W LN RIDGEWOOD SUB, N TO C/L STANLEY LN, NE TO S LN DAKOTA GROVE SUB, E TO SE COR DAKOTA GROVE SUB, S TO N LN SE NW SEC 18-23-2E, E342.97', S35.91', E342.97', N35.91', E TO E LN I-55 & 74, SE TO N LN .91 AC TRI TR IN LT 18 SUB OF NE SEC 18-23-2E, E TO W LN C.M. & W. RY, SW ALG SD LN RR TO NW LN VAC. CABIN CT, NW TO N LN SE SEC 18-23-2E, W TO NW COR SUB OF S1/2 SEC 18-23-2E, SW TO S LN FOX CREEK RD, SE TO NW LN C.M. & W. RY, SW ALG SD LN RR TO S LN E1/2 NW SEC 19-23-2E, W687.8', N1448.04', W877.43' TO W LN NW SEC 19-23-2E, S TO POB & ALSO PT SEC 7 & 8-23-2E – BEG NE COR NE SEC 7-23-2E, W539', SE TO C/L W. OAKLAND CO. RD, SW TO A PT 237.6'SW INT C/L'S ALEXANDER RD & W. OAKLAND CO. RD, S TO N LN HERBERT M. SMITH SUB, W371.79', N TO C/L W. OAKLAND CO. RD, SW TO NW COR LT 11 SUB OF E1/2 SEC 7-23-2E, S TO SW COR SD LT, E TO A PT 264'W C/L ALEXANDER RD, N165', E TO C/L ALEXANDER RD, N640', W314', S540', W448.31', N632.78', E TO C/L ALEXANDER RD, N TO NW COR LT 8 CO. CLERKS SUB OF LOT 3 NW SEC 8-23-2E, E TO NE COR SD LT, S574.2', S TO A PT 126.3'NW NW LN C.M. & W. RY, SE 126.3', SW TO A PT S LN LT 1 ERICKSON SUB EXT'D NW, SE TO SE COR SD LT, NE TO C/L BUTCHERS LN, E TO NW COR LT 1 E. STIELOW SUB, S TO SW COR SD LT, E220', N TO C/L BUTCHERS LN, E TO W ON PARKVIEW SUB, N TO SW COR LT 55 SD SUB EXT'D W, E TO SE COR LT 64 SD SUB, N TO NE COR LT 65 SD SUB, W TO NE COR LT 54 SD SUB, N TO NE COR LT 50 SD SUB, W TO W LN SD SUB, N TO C/L MILLER ST, W TO E LN LT 9 SUB OF NW SEC 8-23-2E, NW TO C.M. & W. RY, NE TO SW LN LT 2 WATKINS SUB, SE175.09', E7.66', N TO NE COR LT 1 SD SUB, W TO SW LN C.M. & W. RY, NE TO C/L STOCKHOLM ST EXT'E E, W TO NW LN C.M. & W. RY, S TO C/L MILLER RD, NW ALG SD C/L TO E LN LT 3 CO. CLERKS SUB OF LT 3 NW SEC 8-23-2E EXT'D S, N TO C/L OAKLAND RD, NE TO A PT 140'W INT N LN SD RR & N LN NW SEC 8-23-2E EXT'D S, N TO N LN SEC 8, W TO POB
 & ALSO PT SEC 1-23-2E – BEG SE COR SEC 1-23-2E, N TO NE COR SE SEC 1-23-2E, W836.97', SW641.37', DR377.13', S TO C/L OAKLAND AVE, E TO POB

PRECINCT #2 –

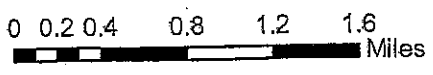
PT SECS 9, 12 THRU 16, 21 TJRU 28 & 33 THRU 36-23-2E – BEG INT C/L'S US 51 & 800 NORTH RD, E TO C/L ABRAHAM RD EXT'D S, N TO C/L IRELAND GROVE RD, W TO A PT 738.9'E SW COR E1/2 SE SEC 12-23-2E, N248', W250', S TO C/L IRELAND GROVE RD, W738.9', N TO NE COR W1/2 SE SEC 12-23-2E, W TO NW COR E1/2 W1/2 SE SEC 12-23-2E, S TO N LN N & W RR, NW TO W LN NW SEC 13-23-2E, S TO S LN N & W RR, SE TO E LN NW SEC 13-23-2E, S158.05', W TO SW COR SEC 13-23-2E, N TO N LN N & W RR SW ALG SD N LN RR TO NW COR LT 3 JOHN RHODES ESTATES SUB, STO C/L US 150, E TO NW COR SW SE

SEC 14-23-2E, S1014.99', NW58', W109', NW90', SE42', NW90', SE TO SW LN US 150, NW575.9', SW731.12', SW1858.1', W TO W LN N & W RR, NW683.24', E828.9', N461.88', W TO W LN N & W RR, NW TO N LN LT 9 JOHN RHODES ESTATES SUB EXT'D E, W TO NW COR SD LT, STO SW COR SD LT, W TO SW COR RHODES LANE P.U.D., N TO C/L HAMILTON RD, E TO W LN LT 2 WATER TOWER SUB EXT'D S, N TO NW COR SD LT, W LN N & W RR, NW ALG SD LN TO S LN LT 1 COMMERCE PARK SUB ADD, N TO N LN VETERAN'S PKWY, W ALG SD N LN TO SE COR LT 10 VETERAN'S PLACE SUB 1ST ADD, N TO N LN GILMORE DR. W TO E LN LT 8 SD SUB, N 14.41', W TO SE COR LT 42 CO. CLERK'S SUB OF SEC 10-23-2E, N 147', W85.4', NW149', W33', N25.2', W78', N226.95', W TO A PT 143'E E LN McCLUN'S SUB, NW443.15', E TO E LN BEVERLY LN', N TO S LN HIGH ST, W TO W LN LARUE SUB 1ST ADD, N TO NW COR SD SUB, E TO C/L MAPLE ST, N TO C/L LINCOLN ST, W TO 175'W NE COR LT 1 VAC. PLAT OF PT. CROXTON'S ADD EXT'D NE, SW TO E LN BLK 2 CROXTONS ADD, S TO SE COR LT 6 BLK 2 SD SUB, W TO NE COR LT 1 FRITZGERALD SUB 2ND ADD, S630', W TO NE COR LT 1 MC CLUN'S SUB, S TO S LN LAFAYETTE ST, W TO NW COR LT 4 SD SUB, S276', E216.7', S69', W TO W LN BUNN ST, S TO SE COR LT 7 HUNT'S SUB E1/2 SE SEC 9-23-2E, W132.5', S TO S LN HAZEL ST, W215', N215.8', W100', S TO S LN HAZEL ST, W245.6', N TO NW COR LT 7 HUNT'S SUB E1/2 SE SEC 9-23-2E, E120', N75', W120', N TO N LN LAFAYETTE ST, W TO E LN N & W RR, NW TO A PT 253.2 S INT E LN RR & C.L. LINCOLN ST, N253.2' TO C/L LINCOLN ST, W TO E LN HUNTS SUB E1/2 SE SEC 0-23-2E, SE TO SE COR LT 22 SD SUB, W464.87', N159.3', W374.1', S TO C/L VETERAN'S PKWY, E TO W LN FORM P.C. RR ROW, SE ALG SD LN TO C/L BUNN ST, S TO S LN LT 1 SCHOOL COMMISSIONERS SUB NE SEC 16-23-2E, W220', S99', E TO C/L BUNN ST, S TO NW COR .84 AC SQ TR LYG ALG E LN BUNN ST, E136', S109', W136', S ALG E LN BUNN ST TO N LN DREAMWORLD PARK ALLOTS EXT'D E, W TO NW COR SD SUB, STO SW COR SD SUB, E TO NW COR LANE'S SUB, S TO SW COR SD SUB, W TO SW COR LT 9 SCHOOL COMMISSIONER'S SUB OF SE SEC 16-23-2E, S TO NE COR CAUDELL'S SUB, W TO NW COR CAUDELL'S SUB, S TO N LN SUB OF E1/2 NE SEC 21-23-2E (UNRECORDED), W TO E LN W1/2 W1/2 NE SEC 21-23-2E, S716.54', W TO C/L US 51, S TO POB (EX LT 8 McCLUN'S SUB & EX N80' LT 43 CO. CLERK'S SUB SEC 10-23-2E)

Danvers 1 and 2



McLean County Government
 115 E Washington St.
 Bloomington Il, 61701



- County Precincts**
- DANVERS 01
 - DANVERS 02

DANVERS TWP

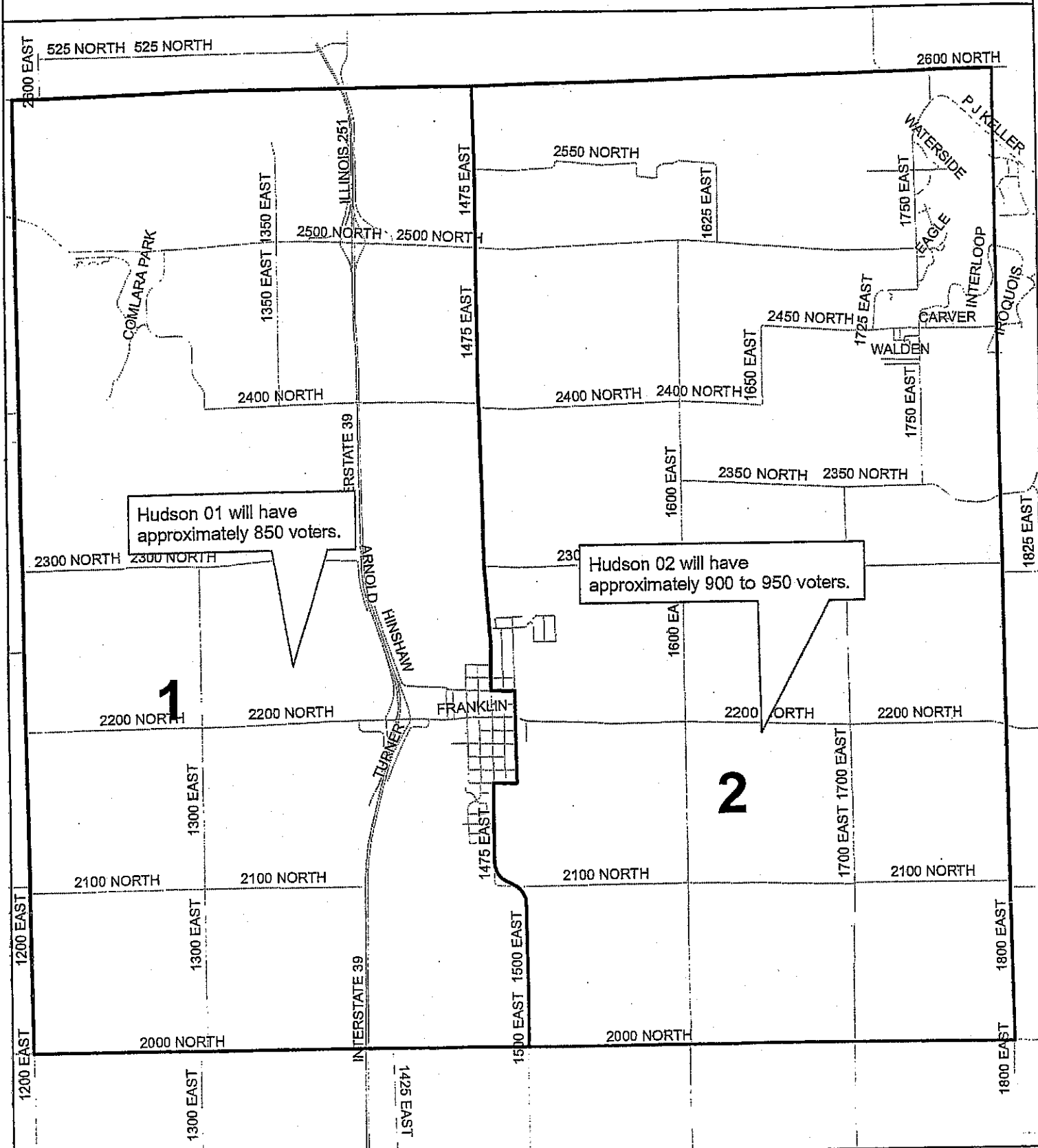
PRECINCT #1 -

SECS 25 THRU 36-25-1W & SECS 1 THRU 36-24-1W - BEG INT C/L'S 10 EAST RD & 2150 NORTH RD, E TO C/L 600 EAST RD, S TO C/L 1400 NORTH RD, W TO C/L 10 EAST RD, N TO POB (EX PT SECS 13, 14, 23 & 24-24-1W - BEG NW COR SW SEC 14, E TO NE COR SW SEC 13, S TO SE COR NW SEC 24, W TO SW COR NW SEC 23, N TO POB)

PRECINCT #2 -

PT SECS 13, 14, 23 & 24-24-1W - BEG NW COR SW SEC 14, E TO NE COR SW SEC 13, S TO SE COR NW SEC 24, W TO SW COR NW SEC 23, N TO POB

Hudson 1 and 2

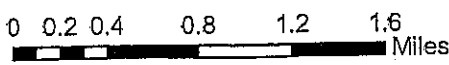


County Precincts

Prec_Name	
HUDSON 02	
HUDSON 01	



McLean County Government
 115 E Washington St.
 Bloomington IL, 61701



HUDSON TWP

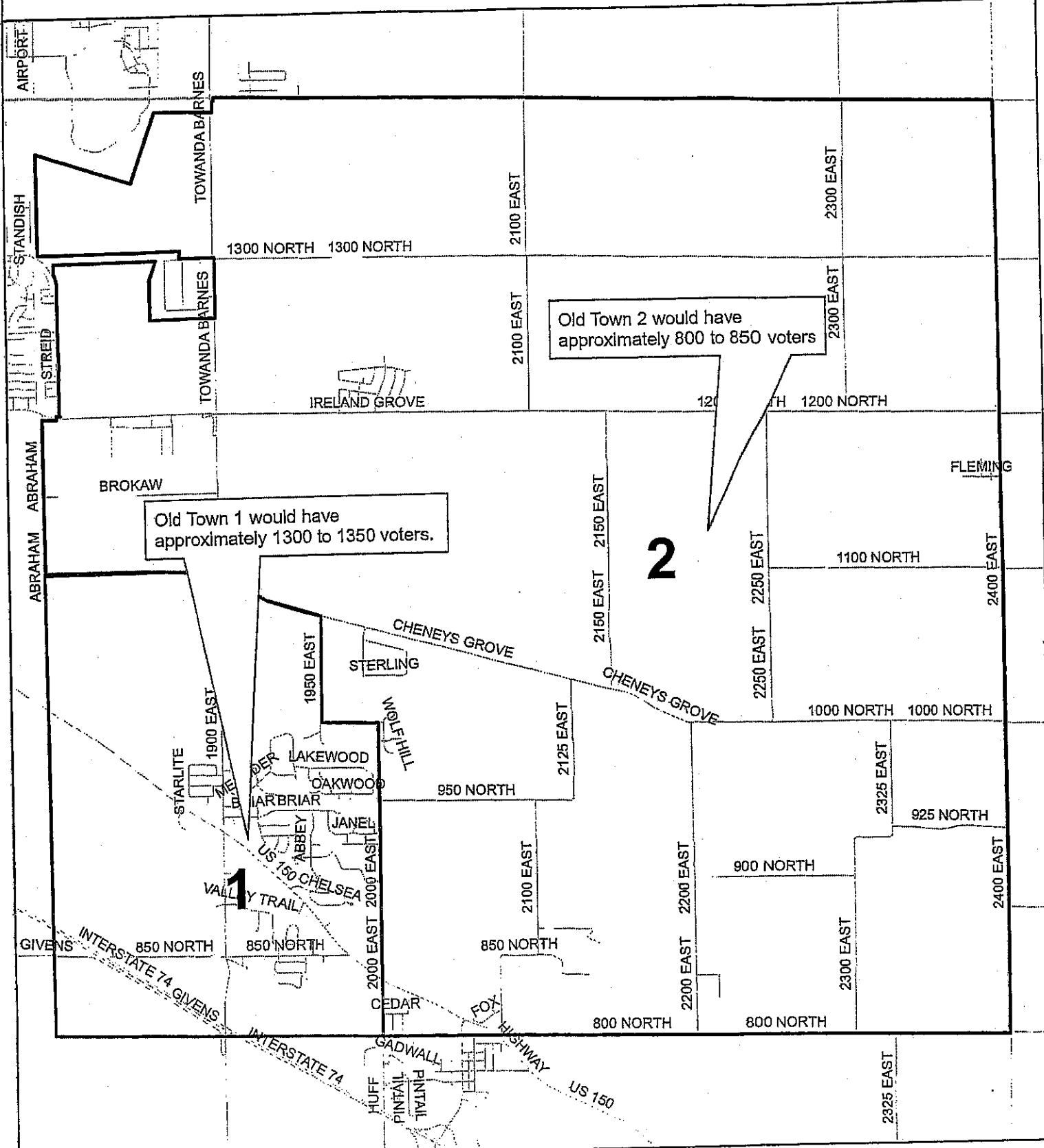
PRECINCT #1 -

PT SEC 4, 9, 16, 21, 28 & ALL SECS 5 THRU 8, 17 THRU 20 & 29 THRU
33-25-2E - BEG INT C/L'S 2000 NORTH RD & 1500 EAST RD, N ALG C/L 1500
EAST RD TO C/L 1475 EAST RD, N ALG C/L 1475 EAST RD TO C/L SOUTH ST, E
TO C/L EAST ST, N ALG C/L TO WALNUT ST, W TO C/L 1475 EAST RD, N TO
C/L 2600 NORTH RD, W TO C/L 1200 EAST RD, S TO C/L 2000 NORTH RD, E TO
POB

PRECINCT #2 -

PT SEC 4, 9, 16, 21, 28 & ALL SECS 1 THRU 3, 10 THRU 15, 22 THRU 27 & 34
THRU 36-25-2E - BEG INT C/L'S 2000 NORTH RD & 1500 EAST RD, N ALG C/L
1500 EAST RD TO C/L 1475 EAST RD, N ALG C/L 1475 EAST RD TO C/L SOUTH
ST, E TO C/L EAST ST, N ALG C/L TO WALNUT ST, W TO C/L 1475 EAST RD, N
TO C/L 2600 NORTH RD, E TO C/L 1800 EAST RD, S TO C/L 2000 NORTH RD, W
TO POB

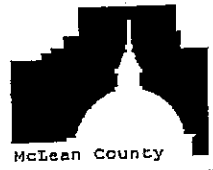
Old Town 1 and 2



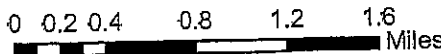
Old Town 1 would have approximately 1300 to 1350 voters.

Old Town 2 would have approximately 800 to 850 voters

2



McLean County Government
115 E Washington St.
Bloomington IL, 61701



County Precincts

- Prec_Name
- OLD TOWN 01
 - OLD TOWN 02

OLD TOWN TWP

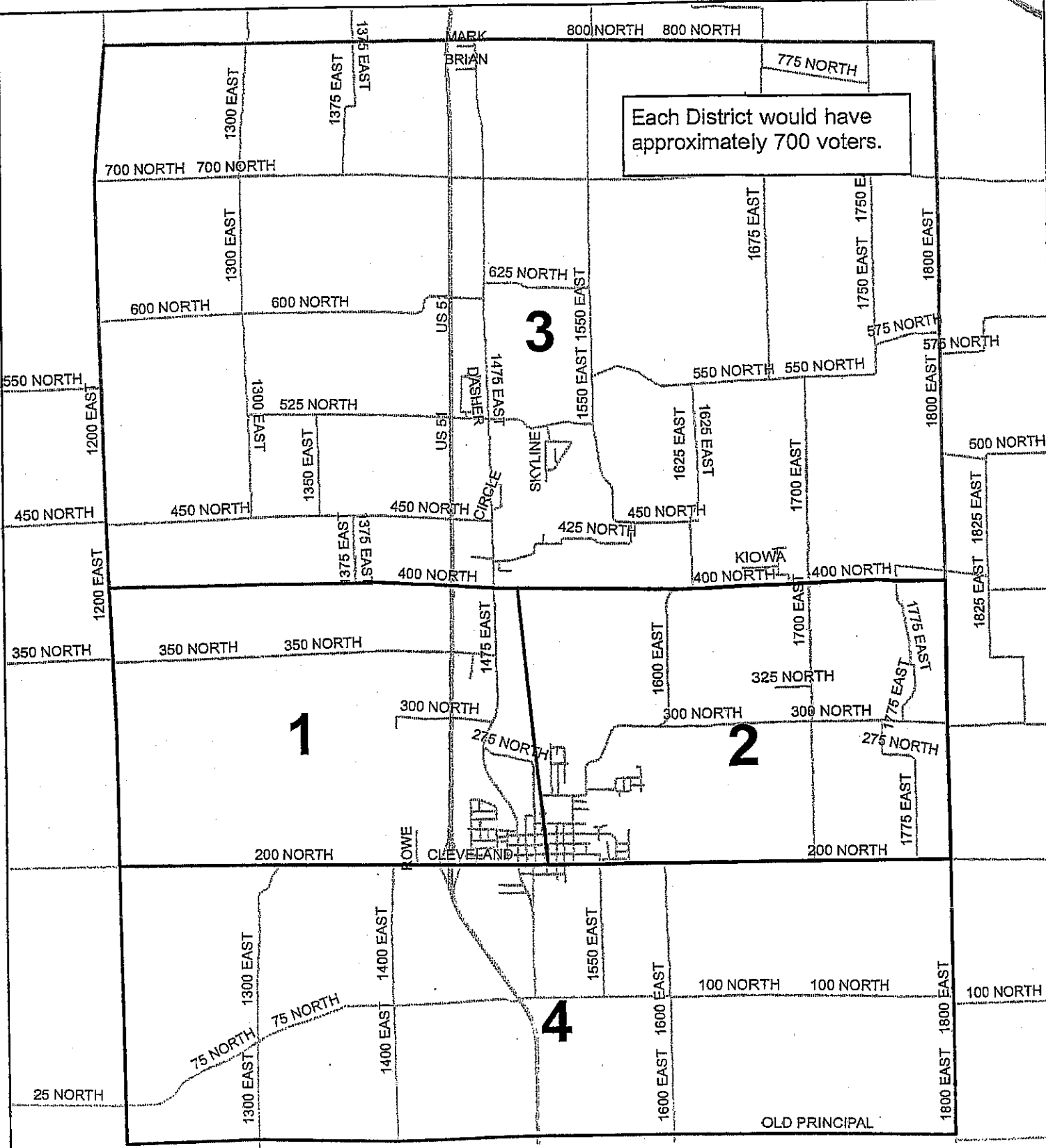
PRECINCT #1 -

PT SEC 20 & ALL SECS 19, 29 THRU 32-23-3E - BEG INT C/L'S 800 NORTH RD & 2000 EAST RD, W TO C/L ABRAHAM RD EXT'D S, N TO NW COR SEC 19-23-3E, E TO NE COR SEC 19-23-3E, S TO C/L CHENEYS GROVE RD, SE TO C/L 1950 EAST RD, S TO C/L SETTLER DR EXT'D W, E TO C/L 2000 EAST RD, S TO POB

PRECINCT #2 -

PT SECS 6, 7 & 20 & ALL SECS 1 THRU 5, 8 THRU 18, 21 THRU 28 & 33 THRU 36-23-3E - BEG INT C/L'S 800 NORTH RD & 2000 EAST RD, N ALG 2000 EAST RD TO C/L SETTLER DR, W TO 1950 EAST RD, N TO C/L CHENEYS GROVE RD, NW ALG C/L CHENEYS GROVE RD TO E LN SEC 19-23-3E, N TO NE COR SEC 19-23-3E, W TO NW COR SEC 19-23-3E, N TO C/L IRELAND GROVE RD, E TO C/L STRIED RD, N TO C/L 1300 NORTH RD, E TO NW COR TOWANDA-BARNES BUSINESS PARK 4TH ADD, SW698.67', S1347.78', E TO C/L TOWANDA BARNES RD, N TO C/L 1300 NORTH RD, W1125.01', N300°, W TO W LN SEC 6-23-3E, N TO INT W LN SEC 6-23-3E & N LN AIRPORT AUTHORITY AREA LYG IN GL 2 NW SEC 6-23-3W, SE ALG SD LN LYG 745'NE & PERP TO RUNWAY 11-29 TO S LN G.L. 1 NW SEC 6-23-3E, NE TO A PT 400'S S LN IL 9, E TO C/L TOWANDA BARNES RD, N TO N LN NE COR SEC 6-23-3E, E TO C/L 2400 EAST RD, S TO C/L 800 NORTH RD, W TO POB

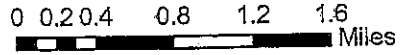
Randolph 1, 2, 3, and 4



Each District would have approximately 700 voters.



McLean County Government
 115 E Washington St.
 Bloomington, IL 61701



- County Precincts**
- RANDOLPH 01
 - RANDOLPH 02
 - RANDOLPH 03
 - RANDOLPH 04

RANDOLPH TWP

PRECINCT #1 –

SECS 19 THRU 21, 28 THRU 33 & PT 34-22-2E - BEG INT C/L'S 1200 EAST RD & 400 NORTH RD, E TO C/L I.C.G. RR, SE ALG SD C/L RR TO C/L CLEVELAND AVE, W TO C/L 1200 EAST RD, N TO POB

PRECINCT #2 –

SECS 22 THRU 27, PT SEC 34 & ALL SEC 35 & 36-22-2E – BEG INT C/L'S 400 NORTH RD & I.C.G. RR, E TO C/L 1800 EAST RD, S TO C/L 200 NORTH RD, W TO C/L I.C.G. RR, NW ALG C/L RR TO POB

PRECINCT #3 –


SECS 1 THRU 18-22-2E

PRECINCT #4 –

SECS 1 THRU 12-21-2E



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

DATE: June 5, 2007
TO: Matt Sorensen, Chairman
Honorable Members of the Finance Committee
FROM: PeggyAnn Milton 
RE: Precinct Splits

According to 10 ILCS 5/11-2, at its regular meeting in June, the County Board is to make necessary boundary changes to precincts. We are proposing splitting or restructuring the following precincts:

Current:

Normal 8
Normal 18
Normal 23
Normal 26

Will Become:

Normal 8 and Normal 30
Normal 18 and Normal 28
Normal 23 and Normal 29
Normal 26 and Normal 27

Bloomington Township

Combining Bloomington 1, 3, and 4 to become Bloomington 1 (Bloomington 2 did not change)

Danvers Township

Danvers 1 and Danvers 2

Hudson Township

Restructuring for more even split of voters

Old Town

Old Town 1 and Old Town 2

Randolph Township

Restructuring and adding fourth precinct

All of the above reorganization has been approved by the appropriate Township Supervisor.

I have attached the legal descriptions and maps for all proposed splits/restructurings.

Thank you.

Enclosures

RENTAL AGREEMENT

Name	LESSEE McLean County Dept. of Parks	DATE 05/30/07	RENTAL TERM 07/01/07	ENDS ON 07/01/09	
Street or RFD	13001 Recreation Area Dr	BRANCH/REGION	ACCOUNT NO.	DO NOT WRITE IN THESE SPACES FOR OFFICE USE ONLY	
City, State ZIP/Code	Hudson, IL 61748	LESSOR NAME AND ADDRESS Cross Implement, Inc.		NUMBER OF IDENTIFIED	
Telephone Number	309-726-2022	703 S. Mimer Ave		APPLIED DATE	
Contact	William Wasson, Dir.	Minier, IL 61759		PAYMENTS APPLIED	
Rental Rate	4,500.00	Tax	Service Charge	TOTAL RENTAL RATE 4,500.00	
Minimum RENTAL PERIOD Guaranteed by Lessee	24 months	Minimum RENTAL AMOUNT Guaranteed by Lessor	\$ 4,500.00 per 12 month year		
Rentals are payable in advance of use of equipment. Weekly Rental: one week's rent in advance. Hourly and Daily Rental: one month in advance. Monthly Rental: one month's rent in advance.					
EQUIPMENT WILL BE USED AT: (County) McLean/Woodford County		(City) IL		(State)	
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 quote spec. 400 hours per year - \$10 per hr excess hours charge	<1 hr	37247.85
	1	542SE	Loader		6055.81
Invoice to be issued by Lessor for annual payment upon initiation of agreement and upon initiation of 2 nd year of lease. Payment NET 30 upon receipt by Lessee. Lessor shall provide new tractor/loader at initiation of 2 nd year of Lease.					
43303.66 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 the address shown above. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it there. 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 prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours of operation. If Lessee fails to return the Equipment promptly at the end of the term, additional rental shall be payable for each day prorated at one and one-half times the normal rental.

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

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make or have made 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. Lessor 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. Lessor, its assigns, the wholesale distributor, or 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) For McLean County 	LESSOR (Dealer) For Cross Implement BY
---	---

RENTAL AGREEMENT

- 1. Addition of Accessories:** Lessee will not, without consent of Lessor, install any accessories or devices on the equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices fixed to the Equipment shall automatically become the property of Lessor unless such accessory or device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.
- 2. Compliance with Regulations:** Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use and maintenance of the Equipment.
- 3. Inspection:** Lessee shall, whenever requested, advise Lessor of the exact location of the equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Lessor may remove the Equipment without notice to Lessee if, in the opinion of the Lessor, it is being used beyond its capacity or in any other manner, improperly stored or abused.
- 4. Assignment:** Lessee agrees that Lessor may assign this Rental Agreement and all rights, title and interest of the Lessor in and to the Equipment, and all rentals due to be paid due to Lessor hereunder, for which assignment Lessee is deemed to have notice, and Lessee agrees to recognize such assignment and to pay rental under this Rental Agreement without regard to any such assignment, be subject to any notice and recording of any lease, and no assignment hereunder shall constitute a default or liability of Lessor to Lessee. Lessee may not assign this Rental Agreement, sublease 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, and/or cease operating, shall institute or have instituted against him proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of creditors, or shall fail to comply with any other provisions of this Rental Agreement, or if any attachment, execution, writ or process is levied against the Equipment, or any of Lessee's property, or if for any reason Lessor deems itself in care of the Equipment, unless Lessee agrees to deliver the Equipment to Lessor as demanded and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof, with out notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited to the benefit of Lessor. In the event of any such action, Lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the Equipment, legal expenses, costs of removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business.
- 6. Continuation:** This is an agreement for rental only and no time limit shall be construed as conveying to Lessee any right, title or interest in or to any item of equipment listed hereunder except as a Lessee.
- 7. Guaranteed Rental - Return of Equipment:** Provided the guaranteed rental shown on the reverse side of card has been paid, Lessee may return the Equipment and terminate this Rental Agreement on three-day notice to Lessor.

B. General Terms of the Rental Agreement: Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof.

ASSIGNMENT

TO: JOHN DEERE

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

John Deere, (as the John Deere Company or John Deere Construction Equipment Company) with whom the buying dealer has executed an Authorized Dealer Agreement

DEALER
SIGNED BY _____

RENTAL AGREEMENT

Name	LESSEE McLean County Dept. of Parks	DATE 05/30/07	RENTAL TERM 07/01/07	ENDS ON 07/01/09	
Street or PFD	13001 Recreation Area Dr	BRANCH/REGION	ACCOUNT NO.	DO NOT WRITE IN THESE AREAS FOR OFFICE USE ONLY	
City, State, ZIP Code	Hudson, IL 61748	LESSOR NAME AND ADDRESS Martin Brothers Implement Co.			
Telephone Number	309-726-2022	902 N Orange	APPLIED DATE		
Contact	William Wasson, Dir.	Lexington, IL 61753	PAYMENTS APPLIED		
Rental Rate	4,500.00	Tax	Service Charge	TOTAL RENTAL RATE 4,500.00	
Minimum RENTAL PERIOD: Guaranteed by Lessee 24 months		Minimum RENTAL AMOUNT: Guaranteed by Lessee \$ 4,500.00 per 12 month year		Rentals are payable in advance of use of equipment: Weekly Rental, Monthly Rental, Quarterly Rental, Half Yearly Rental, or Annually Rental. In advance. Hourly and Daily Rental: entire amount in advance. Monthly Rental: one month's rent in advance.	
EQUIPMENT WILL BE USED AT: (County) McLean/Woodford County		(City) IL		(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. quoted 400 hours per year - \$10 per hr. excess hours charge	<1 hr	37247.85
	1	542SL	Loader		6055.81
Invoice to be issued by Lessor for annual payment upon initiation of agreement and upon initiation of 2 nd year of lease. Payment NET 30 upon receipt by Lessee. Lessor shall provide new tractor/loader at initiation of 2 nd year of Lease.					
					43303.66
					TOTAL VALUE PRESENT

RENTAL AGREEMENT

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

It is contemplated that the Equipment will be operated for not more than 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, prorated at the applicable daily, weekly, or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used on the consecutive 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.

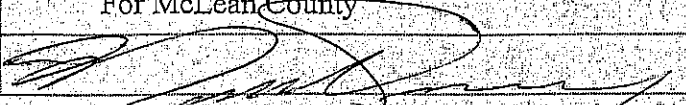
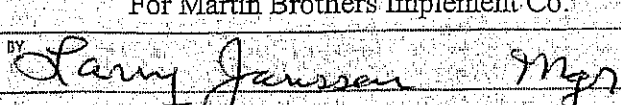
Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession, and the amount of any such loss or damage shall be based on the value shown above. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental 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 all repairs, big and small. 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. Lessor, its assigns, its vehicle distributor, or 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) For McLean County 	LESSOR (Dealer) For Martin Brothers Implement Co. BY 
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RENTAL AGREEMENT

1. Addition of Accessories: Lessee will not, without consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices fixed to the Equipment shall automatically become the property of Lessor unless such accessory or device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.

2. Compliance with Regulations: Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use and maintenance of the Equipment.

3. Inspection: Lessee shall, whenever requested, permit Lessor or the agent/location of the Equipment, Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Lessor may remove the Equipment without notice to Lessee if, in the opinion of the Lessor, it is being used beyond its capacity or in any other manner improperly cared for or abused.

4. Assignment: Lessee agrees that Lessee may assign this Rental Agreement and all right, title and interest of the Lessee hereunder to the equipment, and all rents due or to become due to Lessor hereunder (or which assignment, ~~assignment, or sublease (as hereinafter) and Lessee agrees to waive such warranty obligation to pay rent under this Rental Agreement shall not be so any such assignment be subject to any condition, limitation or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement, sublease the Equipment, or otherwise dispose of the same by person or in his name.~~

5. Default: If Lessor shall fail to make rental normal when due, and if Lessor 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, writ or process is levied against the Equipment or any of Lessee's property, or if for any reason Lessor deems it in his interest to remove the Equipment, Lessor agrees to deliver the Equipment to Lessee on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof, without notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited in the opinion of Lessor. In the event of any such action, Lessee agrees to pay all claims, legal costs and all other costs and charges incurred in such removal and return to Lessor at its place of business.

6. Construction: This is an agreement for rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment leased hereunder except as a lessee.

7. Guaranteed Rental - Return of Equipment: Provided the guaranteed rental shown on the reverse side of this Rental Agreement has been paid, Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor.

8. General: Time is of the essence of this Rental Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demand strict compliance hereunder with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof.

ASSIGNMENT

TO: JOHN DEERE

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

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

DATE _____

DEALER _____

SIGNED BY _____



DEPARTMENT OF PARKS AND RECREATION
 (309)726-2022 FAX (309)726-2025 www.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: 05/30/07

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 per year, a 65 PTO HP mechanical front wheel drive tractor with a minimum 2500 lbs. lift capacity loader for one or two units. The most recent quotations received for loader lease are as follows:

	Annual Lease Cost	
Cross Implement Inc.	\$4500.00	& \$10.00 for ea. hr. over 400
Martin Bros. Implement Co.	\$4500.00	& \$10.00 for ea. hr. over 400
Arhends	\$9400.00	& \$22.50 for ea hr. over 400
Birkey's Farm Store	declined to submit proposal	
Stoller International, Inc.	declined to submit proposal	

All tractors included in proposals met specifications.

Due to the familiarity and regular working relationship the Department of Parks & Recreation maintains with both vendors providing identical low quotations, I recommend the approval of a 2 Year lease agreement with Cross Implement for a single tractor/endloader at \$4,500.00 and with Martin Bros. Implement Co. for a single tractor/endloader at \$4,500.00 per year for a 2 year lease period. These units have quick release loader attachment systems which allow multiple-use.

In both 2 year lease agreements, the vendors are required to replace the unit with a new unit at the end of the first year of lease. The two year agreements will guarantee budget stability for the next 2 years and reward both Vendors for providing a competitive proposal.



Vanguard Energy Services, L.L.C.
850 East Diehl Road Suite 142
Naperville, IL 60563
Phone: (630) 955-1500 Fax: (630) 955-0989

May 16, 2007

RECEIVED

MAY 21 2007

Facilities Mgt. Div.

Mr. Jack Moody
Facilities Manager
McLean County Government
104 West Front Street
PO Box 2400
Bloomington, IL 61702-2400

Dear Jack:

It has been a pleasure providing you with natural gas services. Vanguard Energy Services and I thank you for your continued business.

Vanguard Energy will provide McLean County Government a cost per therm pricing for the term of September 2007 through August 2009 equal to the that since September 2003. However, we eliminated the service fee of \$80.00 per month, even though the market continues to be elevated and volatile. (See Attachment #1)

As usual, we assessed and processed the volumes through a "weather normalizing" model to reflect updated usage for the existing facilities.

McLean County Government is continuing on the path of saving with Vanguard Energy's program versus the commodity costs of Nicor Gas as displayed in Attachment #2.

I strongly encourage McLean County Government to make selective short term fixed pricing purchases in future months to diversify and protect the government's budget from future volatility. I do not recommend any long term fixed pricing at this time.

Please call me with any questions or comments on this information. Thanks again for your continued business.

Sincerely,

Joe Cooper
Account Executive

This Exhibit "A" is made and entered into by and between Vanguard Energy Services, L.L.C. ("Vanguard Energy Services") and **McLean County Government** ("Customer"), establishes legally binding terms and conditions to govern the sale and purchase of natural gas ("gas") and services delivered by Vanguard Energy Services to Customer. This Exhibit shall become effective on the first day of **September, 2007** and extend through the last day of **August, 2009**, or for each Facility listed on Exhibit B, upon that Facilities first utility billing cycle immediately thereafter, and shall continue through the term of the Master Energy Services Agreement referenced below, including any Renewal Term unless superseded by a new Exhibit A. This Exhibit A will supersede any previous Exhibit A with respect to all Facilities listed on Exhibit B.

In addition to the terms and conditions contained herein, this document is governed by the terms and conditions contained in the executed Master Energy Services Agreement (Vanguard Energy Services Agreement # 2028 dated July 22, 2003 by and between Vanguard Energy Services and Customer, which is incorporated herein and made a part hereof.

Customer will receive one total bill for service which includes items (1), (2), (3), (4) as shown below. If a billing period spans more than one calendar month, commodity costs will be prorated based on the applicable forecasted volumes and the applicable monthly Vanguard Energy Services weighted average cost of gas (WACOG).

Vanguard Energy Services agrees to sell and deliver, and Customer agrees to purchase and receive 100% of contracted volumes listed below and delivered by Vanguard Energy Services to Customer's LDC for Customer's facilities as listed within Exhibit B, attached hereto.

1. COMMODITY PRICING: Monthly commodity price during the Term of this Agreement shall be priced at **\$0.01** per therm above the Vanguard Market Index for the applicable contracted volumes listed below, notwithstanding customer's actual metered gas consumption, and adjusted for unaccounted gas as determined by Customer's local distribution company. In the event that Customer's monthly natural gas consumption is greater than the contracted volumes stated below, Vanguard Energy Services will charge Customer for those additional volumes at a price equal to **\$0.01** per therm above the actual weighted average cost of gas ("WACOG") purchased by Vanguard Energy Services, and scheduled to flow during that month, for the express purpose of balancing Vanguard Energy Services retail aggregation pools. In the event Customer's monthly metered gas consumption is less than the contracted volumes stated below, Vanguard Energy Services will credit back those deficient volumes to customer at **\$0.01** per therm below the actual weighed average sales price ("WASP") of gas sold by Vanguard Energy Services, and scheduled to flow during that month, for the express purpose of balancing Vanguard Energy Services retail aggregation pools.

Any natural gas delivered after the VMI pricing period without execution of a new Exhibit A will be priced per the terms of the Master Energy Services Agreement.

2. LOCAL GAS DISTRIBUTION UTILITY CHARGES: Customer will be responsible for payment of monthly LDC charges as issued by the utility. If applicable, Vanguard Energy Services will include any charges not billed directly to customer by utility for facilities specified in Exhibit B.

3. VANGUARD ENERGY SERVICES SERVICE FEE: \$0.00 monthly.

4. TAXES: All applicable taxes.

5. LDC: Nicor Gas

6. VOLUMES: The Customer's contracted (indexed) volumes as well as the applicable unit of measure associated with this transaction shall be as follows:

MONTHLY VOLUME COMMITMENTS - UNIT OF MEASURE (THERMS)							
JAN	81,050	FEB	65,490	MAR	55,190	APR	43,590
MAY	35,020	JUN	24,840	JUL	20,600	AUG	21,970
SEP	31,730	OCT	42,250	NOV	59,360	DEC	70,160

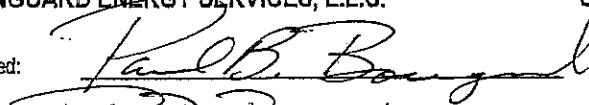
7. MISCELLANEOUS: In the event Vanguard Energy Services is directed by Customer's LDC to either increase or decrease gas deliveries as a result of a 'Critical Day', whether for Customer's actual or historically potential gas consumption as determined by Customer's LDC, Customer agrees that it shall be responsible for any and all incremental costs, expenses, charges, damages or liabilities incurred by Vanguard Energy Services as a result of Vanguard Energy Services' compliance with said Customer's LDC directive as applied to Customer's account. In the event that the index above is not available, the parties will mutually agree upon an alternate index.

In Witness whereof, the Parties acknowledge that they have heretofore executed this Exhibit A to the Master Energy Services Agreement, as well as any necessary and applicable Exhibit(s) and Rider(s), which are hereby incorporated herein by reference and made a part hereto.

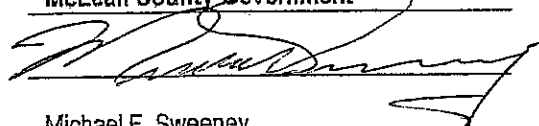
VANGUARD ENERGY SERVICES, L.L.C.

CUSTOMER: McLean County Government

Signed:



Signed:



By:

Karl B. Bourgeois

By:

Michael F. Sweeney

Title:

Managing Partner

Title:

Chairman, McLean County Board

Date:

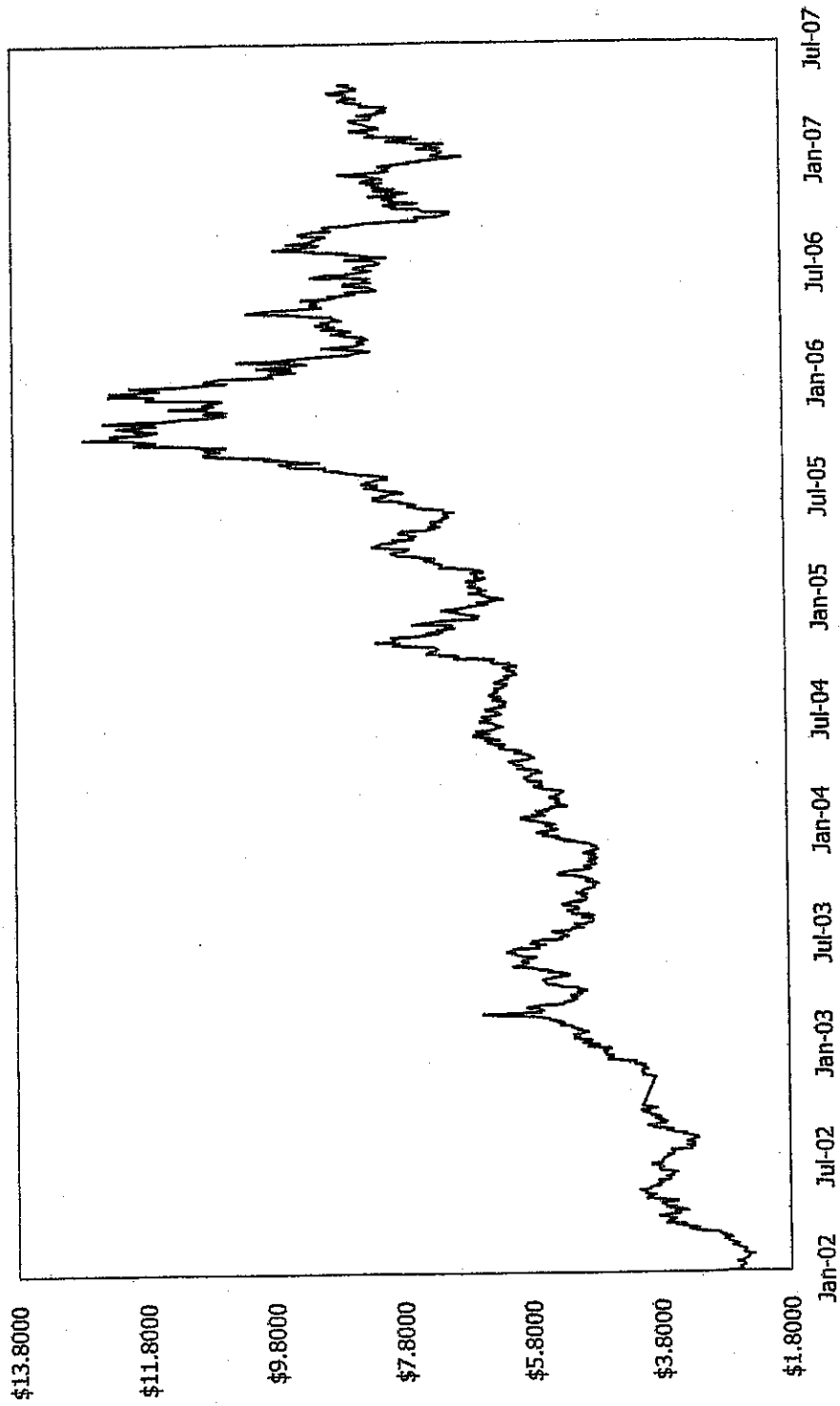
6/22/07

Date:

June 19, 2007

Attachment #1

NYMEX 12-Month Strip





Joe Cooper
 850 East Diehl Road, Suite 142
 Naperville, IL 60563
 Office 630-955-1500 x109 Fax 630-955-0989

McLean County Government
 Cost Comparison Spreadsheet
 Nicor Gas (GSC) versus Vanguard Market Index (VMI)

Month	Monthly Usage	Nicor Gas (GSC)		Vanguard Market Index (VMI)	
		Cost Per Unit (\$/Gallon)	Total Energy Cost (\$)	Cost Per Unit (\$/Gallon)	Total Energy Cost (\$)
	A	B	D	E	G
		-B*A		-E*A	
Sep-03	20,132	\$ 0.5800	\$ 11,677	\$ 0.5129	\$ 10,326
Oct-03	32,801	\$ 0.5500	\$ 18,041	\$ 0.4735	\$ 15,531
Nov-03	46,254	\$ 0.5800	\$ 26,827	\$ 0.4755	\$ 21,994
Dec-03	63,919	\$ 0.5800	\$ 37,073	\$ 0.4990	\$ 31,896
Jan-04	81,576	\$ 0.6900	\$ 56,287	\$ 0.6335	\$ 51,678
Feb-04	69,048	\$ 0.6000	\$ 41,429	\$ 0.5990	\$ 41,360
Mar-04	49,766	\$ 0.5500	\$ 27,371	\$ 0.5250	\$ 26,127
Apr-04	32,590	\$ 0.5900	\$ 19,228	\$ 0.5480	\$ 17,859
May-04	21,427	\$ 0.5900	\$ 12,642	\$ 0.5950	\$ 12,749
Jun-04	17,861	\$ 0.7200	\$ 12,860	\$ 0.6730	\$ 12,020
Jul-04	21,234	\$ 0.7200	\$ 15,288	\$ 0.6460	\$ 13,717
Aug-04	24,495	\$ 0.6500	\$ 15,922	\$ 0.6020	\$ 14,746
Sep-04	26,553	\$ 0.6200	\$ 16,463	\$ 0.5270	\$ 13,993
Oct-04	42,652	\$ 0.5800	\$ 24,738	\$ 0.5550	\$ 23,672
Nov-04	57,521	\$ 0.7400	\$ 42,566	\$ 0.8155	\$ 46,908
Dec-04	75,367	\$ 0.7000	\$ 52,757	\$ 0.7378	\$ 55,606
Jan-05	79,094	\$ 0.7200	\$ 56,948	\$ 0.6315	\$ 49,948
Feb-05	61,561	\$ 0.6700	\$ 41,246	\$ 0.6425	\$ 39,553
Mar-05	62,580	\$ 0.6400	\$ 40,051	\$ 0.6255	\$ 39,144
Apr-05	41,699	\$ 0.7600	\$ 31,691	\$ 0.7235	\$ 30,169
May-05	38,786	\$ 0.7800	\$ 30,253	\$ 0.7035	\$ 27,286
Jun-05	26,777	\$ 0.7000	\$ 18,744	\$ 0.6385	\$ 17,097
Jul-05	22,797	\$ 0.7400	\$ 16,870	\$ 0.7205	\$ 16,425
Aug-05	25,367	\$ 0.7500	\$ 19,025	\$ 0.7305	\$ 18,531
Sep-05	28,218	\$ 1.0000	\$ 28,218	\$ 0.9780	\$ 27,597
Oct-05	46,837	\$ 1.1700	\$ 54,799	\$ 1.2300	\$ 57,610
Nov-05	58,591	\$ 1.1900	\$ 69,723	\$ 1.2990	\$ 76,110
Dec-05	80,686	\$ 1.1300	\$ 91,175	\$ 1.0470	\$ 84,478
Jan-06	66,937	\$ 1.0900	\$ 72,961	\$ 1.0750	\$ 71,957
Feb-06	66,725	\$ 0.9400	\$ 62,722	\$ 0.8000	\$ 53,380
Mar-06	58,235	\$ 0.6700	\$ 39,017	\$ 0.6920	\$ 40,299
Apr-06	41,558	\$ 0.6600	\$ 27,428	\$ 0.6650	\$ 27,636
May-06	38,404	\$ 0.6100	\$ 23,426	\$ 0.6890	\$ 26,460
Jun-06	25,882	\$ 0.5000	\$ 12,941	\$ 0.5840	\$ 15,115
Jul-06	22,821	\$ 0.5000	\$ 11,411	\$ 0.5750	\$ 13,122
Aug-06	22,994	\$ 0.5000	\$ 11,497	\$ 0.6750	\$ 15,521
Sep-06	29,872	\$ 0.5900	\$ 17,624	\$ 0.6480	\$ 19,357
Oct-06	50,247	\$ 0.4400	\$ 22,109	\$ 0.4350	\$ 21,857
Nov-06	57,397	\$ 0.5500	\$ 31,568	\$ 0.7640	\$ 43,851
Dec-06	66,530	\$ 0.6700	\$ 44,575	\$ 0.8250	\$ 54,887
Jan-07	76,832	\$ 0.6700	\$ 51,477	\$ 0.6480	\$ 49,787
Feb-07	84,926	\$ 0.7200	\$ 61,147	\$ 0.7200	\$ 61,147
Mar-07	50,907	\$ 0.8300	\$ 42,253	\$ 0.7600	\$ 38,689
Apr-07	43,957	\$ 0.8500	\$ 37,363	\$ 0.7005	\$ 30,792
May-07	28,980	\$ 0.8600	\$ 24,923	\$ 0.7380	\$ 21,387
Total	2,089,393		\$1,524,356		\$1,499,376
Average			0.7296		0.7176

Savings with Vanguard Energy \$ 24,979 1.639%

Confidential and Proprietary information of Vanguard Energy Services

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION OF REAPPOINTMENT OF MARK HALL
AS A TRUSTEE OF THE CROPSEY STREET LIGHT DISTRICT

WHEREAS, due to the expiration of term on June 30, 2007 of Mark Hall as Trustee of the Cropsey Street Light District, it is advisable to consider an appointment or reappointment to this position; and

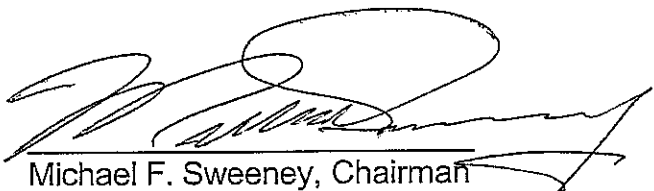
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 90, 2805/3, has the responsibility to fill the three-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

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 Mark Hall as a Trustee of the Cropsey Street Light District for a three-year term scheduled to expire on June 30, 2010 or until a successor shall have been qualified and appointed.

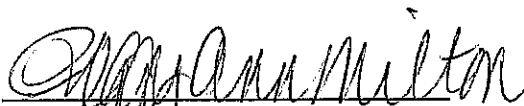
BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this Resolution of Reappointment to Mr. Mark Hall, the County Clerk, the County Auditor and the County Administrator.

ADOPTED by the County Board of McLean, County, Illinois this 19th day of June, 2007.

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 CORLISS TELLO
AS A MEMBER OF THE
McLEAN COUNTY BOARD FOR CARE AND TREATMENT
OF PERSONS WITH DEVELOPMENTAL DISABILITIES

WHEREAS, due to the expiration of term on June 30, 2007 of Corliss Tello, the McLean County Board for Care and Treatment of Persons with Developmental Disabilities, it is advisable to consider a reappointment to this position; and,

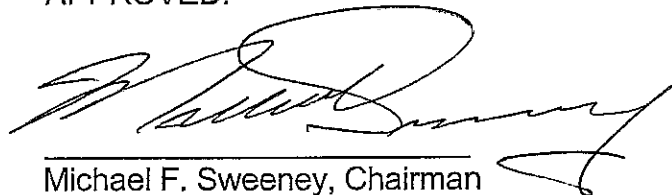
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/105-5 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Corliss Tello as a member of the McLean County Board for Care and Treatment of Persons with Developmental Disabilities for a term of three years to expire on June 30, 2010 or until a successor shall have been qualified and appointed.

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

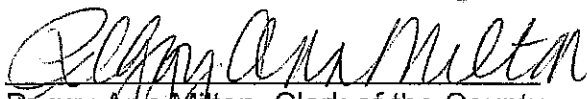
Adopted by the County Board of McLean County, Illinois, this 19th day of June, 2007.

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

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


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

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Rebecca Sue Powell as a member of the McLean County Board of Health for a term of three years to expire June 30, 2010 or until a successor shall have been qualified and appointed.

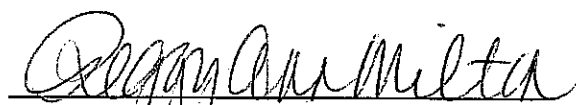
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Rebecca Sue Powell, and to the McLean County Health Department, the County Auditor, County Clerk and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 19th day of June, 2007.

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 REBECCA SUE POWELL
AS A MEMBER OF THE
T.B. CARE AND TREATMENT BOARD

WHEREAS, due to the expiration of term on June 30, 2007 of Rebecca Sue Powell as a member of the T.B. Care and Treatment Board, it is advisable to consider an appointment or reappointment to this position; and,

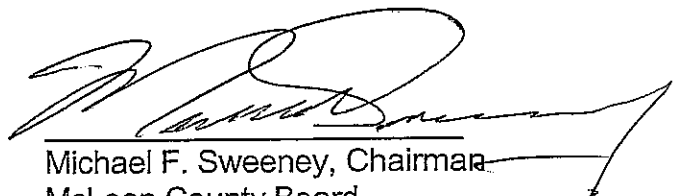
WHEREAS, the Chairman of the County Board, in accordance with the provisions of P. A. 86-962 and 55 ILCS 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Rebecca Sue Powell as a member of the T. B. Care and Treatment Board for a three-year term to expire on June 30, 2010 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Rebecca Sue Powell and the McLean County Health Department, as well as the County Clerk, County Auditor and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of June, 2007.

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 SALLY RUDOLPH
AS A MEMBER OF THE
ZONING BOARD OF APPEALS

WHEREAS, due to the expiration of a term on January 1, 2007 of Sally Rudolph, a member of the Zoning Board of Appeals, it is advisable to consider an appointment or reappointment to this position; and,

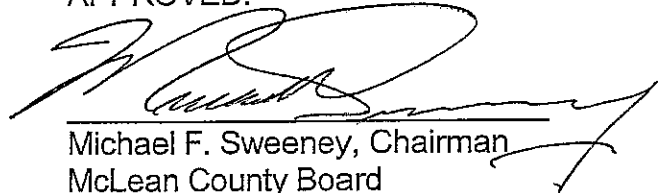
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/5-12010 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Sally Rudolph as a member of the Zoning Board of Appeals for a term of five years to expire on January 1, 2012 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 Sally Rudolph, the Office of Building and Zoning, the County Clerk, the County Auditor and the County Administrator.

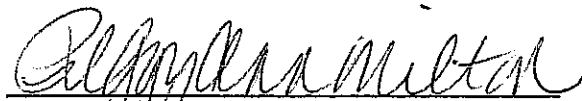
Adopted by the County Board of McLean County, Illinois, this 19th day of June, 2007.

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)

SS

A RESOLUTION OF APPOINTMENT OF PAMELA L. AUGSTIN
AS A TRUSTEE OF THE CLEARVIEW SANITARY DISTRICT

WHEREAS, due to the resignation Donald W. Nelson as Trustee of the Clearview Sanitary District, it is advisable to consider an appointment to this position; and

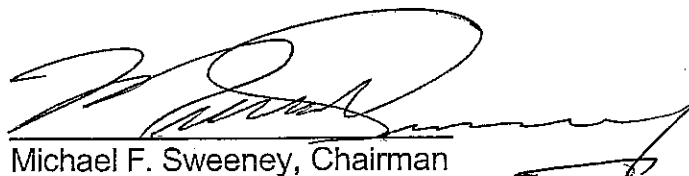
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 90, 2805/3, has the responsibility to fill the three-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Pamela L. Augstin as a Trustee of the Clearview Sanitary District to complete a three-year term scheduled to expire on the first Monday in May, 2010 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this Resolution of Appointment to Pamela L. Augstin, Robert Deneen, Attorney of the Clearview Sanitary District; the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean, County, Illinois this 19th day of May 2007.

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)

SS

A RESOLUTION OF APPOINTMENT OF MICHAEL S. ROSENAU
AS A TRUSTEE OF THE CLEARVIEW SANITARY DISTRICT

WHEREAS, due to the resignation Gerald Pickett as Trustee of the Clearview Sanitary District, it is advisable to consider an appointment to this position; and

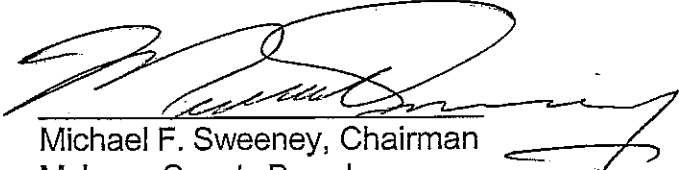
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 90, 2805/3, has the responsibility to fill the three-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Michael S. Rosenau as a Trustee of the Clearview Sanitary District to complete a three-year term scheduled to expire on the first Monday in May, 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 Michael S. Rosenau, Robert Deneen, Attorney of the Clearview Sanitary District; the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean, County, Illinois this 19th day of May 2007.

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 APPOINTMENT OF STEPHEN C. PILCHER
AS A MEMBER OF THE McLEAN COUNTY BOARD OF HEALTH**

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


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

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Stephen C. Pilcher as a member of the McLean County Board of Health for a term of three years to expire on June 30, 2010 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Stephen C. Pilcher and the McLean County Department of Health, as well as the County Clerk, County Auditor and County Administrator.

Adopted by the County Board of McLean County, Illinois, this 19th day of June, 2007.

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 STEPHEN C. PILCHER
AS A MEMBER OF THE T.B. CARE AND TREATMENT BOARD**

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

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

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Stephen C. Pilcher as a member of the T.B. Care and Treatment Board for a term of three years to expire on June 30, 2010 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Stephen C. Pilcher, the McLean County Health Department, the County Auditor, County Clerk and County Administrator.

Adopted by the County Board of McLean County, Illinois, this 19th day of June, 2007.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

Members Cavallini/Bostic 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:

**A RESOLUTION OF THE McLEAN COUNTY BOARD
IN CONNECTION WITH THE VILLAGE OF DOWNS
TAX INCREMENT FINANCE DISTRICT AND AN
EXTENSION OF DOWNS CROSSING REDEVELOPMENT PROJECT AREA (TIF #2)**

WHEREAS, under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*, the "TIF Act") the Village of Downs, Illinois on September 9, 1999 adopted a series of ordinances adopting and approving the Downs Crossing Redevelopment Project Area (TIF #2) (the "Redevelopment Project Area") and the related redevelopment plan (the "Redevelopment Plan"), designated the Downs Crossing Redevelopment Project Area (the "Redevelopment Project Area") and adopted tax increment finance ("TIF") to effect the Redevelopment Project and the Redevelopment Plan for the Redevelopment Project Area; and,

WHEREAS, the Village has, and reasonably expects to have, private sector proposals for private development and redevelopment within the Redevelopment Project Area and finds that it is desirable and in the Village's best interest to have the ability to offer developers and redevelopers more time than is presently available in the life of the Redevelopment Project Area to recover qualifying redevelopment project costs; and,

WHEREAS, the Village has requested that the McLean County Board support the Village's request for a nine-year extension in the life of the Village's Downs Crossing Redevelopment Project Area (TIF #2);

NOW, THEREFORE, BE IT ORDAINED BY THE McLEAN COUNTY BOARD, as follows:

Section 1. Requests. The McLean County Board hereby supports the request of the Village of Downs, Illinois, that the General Assembly legislate, and the Governor approve, an approximate nine-year extension from 23 years to 32 years (through the year 2031) in the life of the Downs Crossing Redevelopment Project Area (TIF #2).

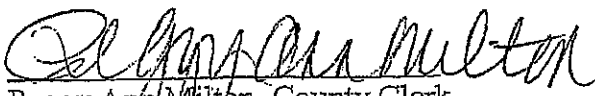
Section 2. Assistance. The McLean County Board hereby requests that the members of the General Assembly representing the Village support legislation to effect such an extension.

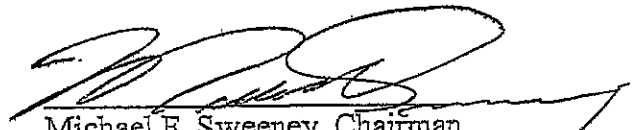
Section 3. Certification. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Mayor of the Village of Downs.

ADOPTED by the McLean County Board this 19th day of June, 2007.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS.

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly elected, qualified, County Clerk of the County of McLean, Illinois (the "County"), and as such official I am the keeper of the records and files of the County and of its Chairman and County Board.

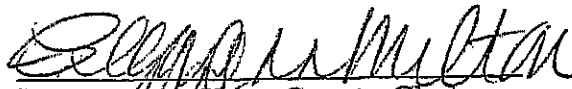
I do further certify the attached resolution constitutes a full, true and correct excerpt from the proceedings of the McLean County Board held on June 19, 2007, insofar as same relates to the adoption of a Resolution.

A RESOLUTION OF THE McLEAN COUNTY BOARD IN CONNECTION WITH THE VILLAGE OF DOWNS TAX INCREMENT FINANCE DISTRICT AND AN EXTENSION OF DOWNS CROSSING REDEVELOPMENT PROJECT AREA (TIF #2),

A true, correct and complete copy of which resolution as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such resolution was adopted and approved on the date thereon set forth by not less than an affirmative vote of a majority of the County Board.

I do further certify that the deliberations of the County Board on the adoption of the above resolution were taken openly, that the vote on the adoption of such resolution was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the Illinois Municipal Code, as amended, and that the County Board has complied with all of the applicable provisions of such laws and such Code and their procedural rules in the adoption of such resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County of McLean, Illinois, this 19th day of June, 2007.


Peggy Ann Milton, County Clerk
McLean County, Illinois

(SEAL)

Members Sorensen/Bostic moved the County Board approve a Request for Approval of a Resolution of the McLean County Board in Connection with the Village of Downs Tax Increment Finance District and an Extension of Downs Crossing Redevelopment Project Area (TIF #2). Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

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

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

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

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

WHEREAS, the Executive Committee of the County Board has further recommended that the County Board authorize and approve a performance bonus payment of \$3,500.00 to the County Administrator; and;

WHEREAS, the Executive Committee of the County Board has further recommended that the County Board authorize and approve the County Administrator's deferred compensation retirement payment in the amount of \$700.00 per pay period; now, therefore,

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

- (1) That the term of the Employment Agreement between McLean County and Mr. John M. Zeunik shall be extended until June 19, 2012.
- (2) That the County Board authorizes and approves a five-step merit increase in the County Administrator's salary.
- (3) That the County Board authorizes and approves a performance bonus payment of \$3,500.00 to the County Administrator.
- (4) That the County Board authorizes and approves the County Administrator's deferred compensation retirement payment in the amount of \$700.00 per pay period.
- (5) That the Employment Agreement between McLean County and Mr. John M. Zeunik be amended in accordance with the provisions of this Resolution.
- (6) That the Chairman of the McLean County Board is hereby authorized to sign and execute the Employment Agreement, as amended, between McLean County and Mr. John M. Zeunik.

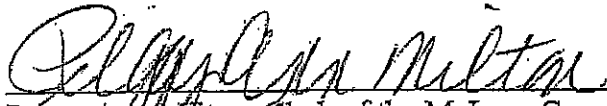
(2)

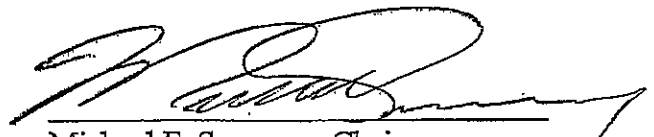
(7) That the County Clerk shall provide a certified copy of this Resolution to Mr. John M. Zeunik, County Administrator, and to the McLean County Board Chairman.

ADOPTED by the McLean County Board this 19th day of June, 2007.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Hoselton moved the County Board approve a Request for Approval of Resolution Amending the Term and Conditions of the Employment Agreement with the County Administrator. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report and minutes from other meetings were on pages 84-107.

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

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2007
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Facilities Management Department 0041**

WHEREAS, the McLean County Board, on November 21, 2006, 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 2007 Fiscal Year beginning January 1, 2007 and ending December 31, 2007; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the Facilities Management Department 0041, Courthouse Maintenance Program 0049; and,

WHEREAS, pursuant to the lease agreement approved between the McLean County Historical Society and McLean County (the "County"), the County is solely responsible for all capital expenditures made on the Old County Courthouse Building, including repairs or maintenance to the exterior walls, the exterior windows, the exterior doors; repair or replacement of the plumbing, heating and air conditioning systems; repair or replacement of the elevator; replacement of component parts of the electrical system; and,

WHEREAS, pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2007, "(C) If the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance, after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and upon approval of the County Board at the regular meeting in June and/or July, these excess funds may be appropriated as a reserve for specific capital improvement projects;" and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, June 7, 2007, recommended approval of a proposal to retain Wiss, Janney, Elstner Associates, Inc. as the architect to prepare construction bid documents and to provide construction management services for exterior repairs to the Old County Courthouse Building; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, June 7, 2007, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance, 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 \$1,750,000.00 and to amend the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance as follows:

reports for fiscal year 2006, the unencumbered fund balance in the General Fund is likely to increase by an additional \$1.8 million. In accordance with the Resolution Establishing the Budget Policy, 10% or \$7,157,430.00 should be maintained as a minimum reserve for interfund borrowing during the first five months of the fiscal year and for emergencies. Setting aside the 10% reserve, the Board may appropriate \$3.4 million for specific capital improvement projects, including the renovation of the Old McLean County Courthouse.

The proposed Resolution Establishing the Budget Policy for Fiscal Year 2008 recommends that "these excess funds may be appropriated for specific capital improvement projects; including necessary repairs and improvements to County buildings and the Old Courthouse that houses the McLean County Museum of History. . ." The Fiscal Year 2008 Budget Policy Resolution was approved by the Board on May 15, 2007. The proposed timeline follows the Budget Policy directive that the excess funds may be appropriated by the County Board at the June or July meeting.

- | | |
|------------------------------|---|
| June, 2007 - | Recommend Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2007 Combined Annual Budget and Appropriation Ordinance transferring \$1.75 million from the unencumbered Fund Balance of the General Fund to the Capital Improvement Fund for the Old McLean County Courthouse project |
| | Approve Contract with Wiss, Jamey, Elstner Associates Inc. to prepare Bid Specifications for completion of Phase I of the Old McLean County Courthouse project |
| September -
October, 2007 | Award Contracts for Phase I of the Old McLean County Courthouse Project |

In accordance with the Resolution Establishing the Budget Policy and consistent with the recommended timeline for beginning the next phase of renovation at the Old McLean County Courthouse, I am respectfully recommending approval of the Emergency Appropriation Ordinance amending the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance.

Should you have any questions concerning the proposed timeline or the funding available to move forward with the next phase of the renovation of the Old McLean County Courthouse, please call me at 888-5110.

Thank you.

Members Bostic/Cavallini moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance (old County Courthouse Renovation Project), General Fund 0001 – Facilities Management Department 0041. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



OFFICE OF THE ADMINISTRATOR

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

115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

June 1, 2007

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

From: John M. Zeunik 

Re: Old McLean County Courthouse Renovation Project

Section V of the Lease Agreement entered into between the McLean County Historical Society and the County for use of the Old McLean County Courthouse states:

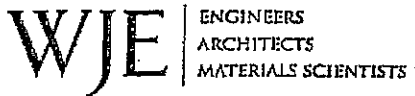
“The County shall be responsible for all capital expenditures made on said Building. Capital expenditures, as used herein, shall be expressly defined as including only the following specified items and any expenditure not specifically stated shall be the responsibility of the SOCIETY and any other tenant: repair or replacement of the roof, painting or maintenance of the BUILDING exterior, including repairs or maintenance to the exterior walls, the exterior windows, the exterior doors, repair or replacement of the plumbing, heating and air conditioning systems, repair or replacement of the elevator, replacement of the component parts of the electrical system.”

Pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2007, sufficient funds are available in the unencumbered fund balance of the General Fund to move forward with the next phase of renovation at the Old McLean County Courthouse. Section 12.23-1 (C) of the Budget Policy states:

“(C) If the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance, after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and upon approval of the County Board at the regular meeting in June and/or July, these excess funds may be appropriated as a reserve for specific capital improvement projects . . .”

The audited financial statements for fiscal year 2005 report that the unencumbered fund balance in the General Fund increased \$2,642,485.00. Based on the preliminary financial

Member Bostic, Chairman, presented the following:



Wiss, Janney, Elstner Associates, Inc.
10 S. LaSalle Street, Suite 2600
Chicago, Illinois 60603
312.372.0555 tel | 312.372.0873 fax
www.wje.com

Via: E-mail & Mail

21 May 2007

Mr. Jack Moody, Facilities Manager
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

RECEIVED

MAY 21 2007

Facilities Mgt. Div.

Re: Facade Repair and Restoration
Old McLean County Courthouse, Bloomington, Illinois
WJE No. 2007.1018

Dear Mr. Moody:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide this proposal to develop construction documents, assist during bidding, and provide construction observation services at the Old McLean County Court. This proposal outlines our recommendations for future restoration of the Old McLean County Courthouse.

Scope of Repair Work

Our previously report titled "Old McLean County Courthouse-Limited Exterior Envelope Investigation," dated 28 August 2002 outlined repairs in three phases of work and prioritizes repairs according to the level of existing distress, urgency for repair, and reasonable construction. The restoration of the dome and drum were completed in 2005.

The following is a summary of the remaining repair work on the Old McLean County Courthouse, based on a two-year construction schedule.

First-year construction work

1. *Site and entrance stair:* Replace selected sections of concrete sidewalk, concrete steps, and handrails at the north, west, south, and east sides of the building; and repair the granite steps and limestone flanking knee walls at the north, west, south, and east building entrances.
2. *Limestone facade repairs:* Repoint the cornices, cornice moldings, and main facades; install new lateral anchors; rout and point cracks at isolated areas of limestone facades; and repair spalled limestone units with new limestone dutchman repairs.
3. *Windows:* Repair existing window sashes with faulty spring-loaded counterweights.
4. *Marble stairs and handrails:* Repair the monumental marble stairs; and install supplemental bracing at existing handrails.

Headquarters & Laboratories—Northbrook, Illinois
Atlanta | Austin | Boston | Chicago | Cleveland | Dallas | Denver | Detroit | Honolulu | Houston
Los Angeles | Minneapolis | New Haven | New York | Princeton | San Francisco | Seattle | Washington, DC

Second-year construction work

5. **Balustrade:** Long term repair of the limestone balustrade.
6. **South and east facade masonry repairs:** Repoint the south and east main limestone cornices, cornice moldings, and main limestone facades; install new lateral anchors in the south and east limestone facades; rout and point cracks in selected areas of the south and east limestone facades; and repair spalled limestone units with new limestone dutchman repairs on the south and east facades.
7. **Main roof:** Remove and replace the existing built-up membrane at the main roof.
8. **Interior scagliola panels:** Install supplemental anchors, point selected cracks, and other miscellaneous repairs at the interior scagliola wall panels.
9. **Windows and doors:** Conservation work on the eight panels of Luxfer prism glass windows in the drum dome; conservation work (clean and refinish) the four bronze entrance doors and window walls; conservation work (clean and refinish) the interior bronze doors and room entrance walls (assume two locations); refinish the eight existing lamp standards; and remove and replace the existing perimeter sealant at the existing aluminum framed windows.
10. **East and west entrance vestibules:** Remove and rehang the ceilings in the east and west entrance vestibules, and install supplemental anchors at serpentine stone veneer panels at the east and west entrance vestibules.

Scope of Services

WJE will perform the following services to complete the exterior restoration of the Old McLean County Courthouse:

1. **Update Inspection and Investigation.** Since WJE's previous investigation was completed more than 5 years ago, a follow up inspection and limited investigation should be performed to assess the current condition of the facade. This would include a close up inspection of the main walls of the building as well as potentially limited materials testing and inspection openings.
2. **Construction Documents.** Prepare Contract Documents, including construction drawings, technical specifications, general conditions for the construction contract, and bidding forms for the scope of repair work outlined above. During the preparation of the construction documents, WJE will attend up to three meetings with McLean County and McLean County Museum of History personnel in Bloomington.
3. **Cost Estimating Services.** WJE will engage the services of a cost estimating consultant to assist in preparing revised opinions of probable construction cost. This service will be performed when the construction documents are at the 90 percent complete stage to allow changes prior to bidding.

4. **Bidding and Contract Award.** Assist McLean County during bidding by answering questions from contractors and other bidders and preparing addenda, if required. WJE will attend a pre-bid meeting prior to the receipt of bids to walk through the project site. Assist McLean County by reviewing bid proposal and make recommendations for the award of the contract.
5. **Construction Administration.** Assist McLean County with the following services:
 - a. Participate in a pre-construction meeting.
 - b. Review submittals for conformance with the Contract Documents.
 - c. Attend monthly construction meetings.
 - d. Make periodic site visits to review compliance with the Contract Documents. For purposes of this proposal, a five month construction period with four one-day visits monthly are assumed.
 - e. Review applications for payment from the contractor.
 - f. Perform a punch list inspection at substantial completion.

Fee Proposal

For items 1 through 3 (construction document preparation) in the scope of services outlined above, we propose a not to exceed contract amount of \$52,000 in fees plus not to exceed contract amount of \$8,000 in expenses. Expenses include cost estimating services, travel, and per diem for item 2, drawing reproduction, postage, and photographic costs. Completion of items 1 through 4 will take 12 weeks from notice to proceed with the work.

For items 4 and 5 (bidding and construction administration services) in the scope of services outlined above, we propose a not to exceed contract amount of \$72,000 in fees plus not to exceed contract amount of \$8,000 in expenses for 2008 and \$42,000 in fees plus not to exceed contract amount of \$8,000 in expenses for 2009. Expenses include travel and per diem for items 5 and 6, drawing reproduction, postage, and photographic costs.

Estimated design and construction observation fees have been listed for each construction year for your budgeting purposes. The cost figures stated herein do not include any administrative costs to either McLean County or the McLean County Museum of History. Professional fees to perform a brief reevaluation of the current condition of the building are also included. The following is a breakdown of the total costs into the two years assumed for construction.

All work will be performed in accordance with our Standard Terms and Conditions dated 2 August 2004, a copy of which is attached.

We look forward to continuing to assist McLean County with the preservation of the Old Courthouse. Please contact us if you have any questions.

Very truly yours,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Edward Gerns
Project Manager

EAG:laa

Attachments

Agreed and Approved

Name: Michael Sweeney (please print)

Signature: 


Title: Chairman, McLean County Board

As Agent or Principal For: McLean County Board

Date: 6/19/07

Wiss, Janney, Elstner Associates, Inc.

Name: EDWARD GERNIS (please print)

Signature: 

Title: PROJECT MANAGER

Date: JUNE 24, 2007

These Standard Terms and Conditions shall continue in full force and effect during, and after the completion or termination of, Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) employment. These Standard Terms and Conditions shall control any conflicting term or condition unless WJE agrees otherwise in writing.

PERFORMANCE

WJE and its employees will exercise the degree of skill and care expected by customarily accepted practices and procedures. No warranties, expressed or implied, are made with respect to WJE's performance, unless agreed to in writing. WJE is not a guarantor of the project to which its services are directed, and its responsibility is limited to work performed for the client. WJE is not responsible for acts or omissions of the client, nor for third parties not under its direct control. WJE shall not be liable for any reason for any special, indirect or consequential damages including loss of use and loss of profit. WJE will take reasonable precautions to minimize any damage to the client's property during conduct of any WJE field work and testing. The client understands that in the normal course of this type of work some damage may occur, liability for which damage is not part of this agreement. WJE may rely upon information supplied by the client engaging WJE, or the contractors or consultants involved, or information available from generally accepted reputable sources, without independent verification. WJE services are being performed solely for client's benefit and no contractor, subcontractor, supplier, fabricator, manufacturer, tenant, occupant, consultant, or other third party shall have any claim against WJE as a result of its services.

WJE shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and safety programs in connection with the project, since these are solely the responsibility of others. WJE shall not be responsible for the contractor's schedules or failure to carry out the project in accordance with contract documents. WJE shall not have control over or charge of acts or omissions of the contractor, subcontractor, or their agents or employees, or of any other non-WJE persons performing portions of the project.

USE OF REPORTS, DRAWINGS AND ELECTRONIC MEDIA

WJE retains ownership of letters, reports, drawings, specifications, photographs, test data, notes and other work product it has created. These documents or parts thereof may not be reproduced in advertisements, brochures, or sales material, nor used by the client for any purpose other than the purpose for which they were prepared, nor by third parties, without the written permission of WJE. Conclusions by WJE based on test results are limited to the specific conditions for which the tests were performed. In the event that WJE work product is stored or transmitted by some form of electronic media, the client agrees that WJE shall not be held liable for the completeness, transmission, accuracy or longevity of these materials, nor for misuse thereof.

PROPOSALS

Proposals expire 120 days after submission to a client unless a different expiration limit is included in the proposal. WJE may withdraw or modify a proposal at any time prior to

acceptance by the client. All fees and expenses quoted in proposals or stated in invoices are exclusive (net) of local or county excise and other business or business license taxes. The client represents it is aware of all such taxes and shall reimburse WJE upon presentation by WJE of the cost of such taxes by an invoice within one year of completion of services.

CLIENT DUTIES

In order for WJE to perform the services requested, the client shall, at no expense to WJE, (1) provide all necessary information regarding client's requirements as necessary for orderly progress of the work, (2) designate in writing a person to act as client's representative for services to be rendered under this Agreement, which person shall have authority to transmit instructions, receive instructions and information, interpret and define client's policies and requests for WJE's services, and (3) provide access to and make all provisions for WJE to enter, without cost, limitation or burden to WJE, publicly or privately owned property as required to perform the work, including the use of scaffolds or similar mechanical contrivances.

SAFETY

Field work of WJE will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions. WJE is not responsible for the safety of other persons or property.

HAZARDOUS MATERIALS

If WJE encounters, or reasonably suspects that it has encountered, hazardous materials in the project, WJE shall cease activity on the project and promptly notify the client. The client shall initiate action, where appropriate, to identify and investigate the nature and extent of hazardous materials in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. Unless otherwise specially provided in writing, the services to be provided by WJE do not include identification of hazardous materials, and WJE has no duty to identify or attempt to identify the same within the area of the project.

It is further understood and agreed that services WJE will undertake for the client may be uninsurable obligations involving the presence or potential presence of hazardous materials. Therefore, the client agrees, except (1) such liability as may arise out of WJE's sole negligence in the performance of services under this agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WJE and its employees, subcontractors and agents from and against any and all claims, lawsuits, damages, liability and costs, including but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of hazardous materials. This indemnification applies only to

existing conditions and not to conditions caused or created by WJE. "Hazardous materials" includes, but is not limited to, any substance, waste, pollutant (including mold and mildew) or contaminant, in whatever form, now or hereafter included with such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

SUSPENSION OF SERVICES

If the client fails to make payment when due for WJE's services and expenses, WJE may, upon seven days' written notice to the client, suspend performance of services under this Agreement. Unless payment in full is received by WJE within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WJE shall have no liability to the client for delay or damage caused the client because of such suspension of services.

FIXED PRICE CONTRACTS

Where WJE and the client have agreed to a fixed price contract, the following WJE Standard Terms and Conditions are specifically excluded: Time Charges, Expenses, Equipment Usage, Affiliated Consultants, and Subcontracted Services. Progress payments will be made monthly as a percent of completion unless otherwise arranged with the client. Other WJE Standard Terms and Conditions stated herein remain in effect.

TIME CHARGES

Time charges are accrued on an hourly basis, unless other arrangements are established. Minimum time charges for personnel at a job site are 8 hours per day, unless time can be utilized on another job. Hourly rates are not increased for overtime. Billing rates may be increased annually.

EXPENSES

Public transportation, subsistence and out-of-pocket expenses incurred during travel, communications, reproduction and shipping charges will be billed at cost plus 5% (invoiced as an expense service fee.) Use of company or personal vehicles is billed at \$ 0.50 per mile.

Expended materials for field and laboratory investigations, rental equipment, and fees advanced on client's behalf will be billed at cost plus 10% (invoiced as an expense service fee.)

Clients may be charged for the cost of providing copies of receipts or detailed "back-up" information concerning expenses.

EQUIPMENT USAGE

WJE equipment used in field or laboratory work is billed at approximately 1% of the replacement cost per day, subject to adjustment for minimum or extended usage.

AFFILIATED CONSULTANTS

WJE retains certain affiliated consultants as independent contractors. These affiliated consultants are billed at rates equivalent to WJE employees of similar education and professional experience.

STORAGE

Material samples not consumed in WJE's work will be discarded 30 days after completion of the project unless the client requests other disposition. Charges will be made for extended storage of materials, records, or equipment. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage.

SUBCONTRACTED SERVICES

Services are billed at cost plus 10% if the subcontracted firm has at least \$500,000 of Professional/General Liability Insurance, otherwise cost is marked up 20%.

SUBPOENAS AND COURT ORDERS

The client is responsible, after notification, for payment of time charges, attorney fees and other expenses resulting from a required response to subpoenas or court orders issued at the request of any party concerning any part of WJE's work. Charges are based on billing rates in effect at the time of WJE's response.

DISPUTE RESOLUTION

Any dispute that should arise between the client and WJE shall first try to be resolved through mediation. The mediator shall be mutually agreed upon and chosen from a list provided by the American Arbitration Association or other source of experienced professional mediators.

INSURANCE

WJE is protected for general, automobile, workers' compensation and employers' liability coverage by policies written by national insurance carriers rated by the A.M. Best Company. The primary limits are \$1,000,000 with a \$2,000,000 aggregate on general liability. Excess coverage applies to exposures over \$1,000,000. Endorsements are not allowed. Coverage is subject to annual renewal. Increased coverage will be sought if requested. Charges for additional coverage will be billed to the client.

BILLING TERMS

The firm or individual engaging WJE is responsible for payment of charges unless WJE is notified in writing, prior to the time that the charges are incurred, that the engagement is on behalf of another party. Accumulated charges will be billed in approximately monthly intervals. State and local sales and use tax will be included in the billing if applicable. Payment in full (in US dollars) is due upon receipt of the invoice. Invoices which are unpaid 30 days from the invoice date are considered past due and subject to an interest charge at the rate of 1 1/2% per month (or at a lower maximum legal rate) plus related attorneys' fees and collection expenses.

The client is responsible for payment of all charges. Agents of the client who engage WJE are also responsible for payment of all charges unless WJE agrees otherwise in writing prior to the time that the charges are incurred.

Copyright 2004 Wiss, Janney, Elstner Associates, Inc.

Members Bostic/Gordon moved the County Board approve a Request for Approval of Wiss, Janney, Elstner Associates, Inc. Contract for Developing Construction Bid Documents and Construction Management Services for Exterior Repairs to the Old McLean County Courthouse (Museum of History) – Facilities Management. 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 118-127.

JUSTICE COMMITTEE:

Member Renner, Chairman, stated the following:

McLEAN COUNTY -- GRANT INFORMATION FORM

General Grant Information

Requesting Agency or Department: McLean County Circuit Court		This request is for: <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
Granting Agency: Illinois Department of Healthcare and Family Services		Grant Type: <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	Grant Date: Start: 7/1/2007 End: 6/30/2008
Grant Title: Child Support Enforcement - Hearing Officer			
Grant Amount: \$33,400.00		Grant Funding Method: <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: 8/15/2007	
Match Amount (if applicable): Required Match :\$None Overmatch: \$			
Grant Total Amount: \$33,400		Source of Matching Funds (if applicable): N/A	
Will it be likely to obtain this grant again next FY? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Equipment Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Monetary Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Grant Costs Information

Will personnel be supported with this grant: <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No		A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$</td> </tr> <tr> <td colspan="2">Additional Expenses</td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$33,169.00</td> </tr> <tr> <td>Equipment</td> <td align="right">\$231.00</td> </tr> <tr> <td>Other</td> <td align="right">\$</td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$33,400.00</td> </tr> <tr> <td>GRANT TOTAL</td> <td align="right">\$33,400.00</td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	Total Personnel Cost	\$	Additional Expenses		Subcontractors	\$33,169.00	Equipment	\$231.00	Other	\$	Total Additional Expenses	\$33,400.00	GRANT TOTAL	\$33,400.00	Description of equipment to be purchased: None Description of subcontracting costs: Child Support Hearing officer will be hired under a separate agreement. Reimbursement of costs (per diem) will be made to McLean County Other requirements or obligations: None	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:																											
Personnel Cost	\$																										
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Total Personnel Cost	\$																										
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Equipment	\$231.00																										
Other	\$																										
Total Additional Expenses	\$33,400.00																										
GRANT TOTAL	\$33,400.00																										

Grant Total must match "Grant Total Amount" from General Grant Information

Responsible Personnel for Grant Reporting and Oversight:

Walter J. [Signature]
Department Head Signature

5-9-07
Date

Grant Administrator/Coordinator Signature (if different)

Date

OVERSIGHT COMMITTEE APPROVAL	
Chairman _____	Date _____

MAY 09 2007

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information

<u>Requesting Agency or Department:</u> McLean County State's Attorney's Office	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
<u>Grantor:</u> IL Dept. of Healthcare and Family Services	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: 93.563 <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Anticipated Grant Amount:</u> \$ 308,561.00	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Pre-Funded <u>Expected Initial Receipt Date:</u>
<u>Anticipated Match Amount (if applicable):</u> \$	<u>Source of Matching Funds (if applicable):</u>

Personnel and Information

<u>New personnel will be hired:</u> <input type="checkbox"/> Yes (complete chart below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

<u>New Personnel Expense Chart</u>	Current FY	Current FY+1	Current FY+2
Number of Employees:			
Personnel Cost	\$	\$	\$
Fringe Benefit Cost	\$	\$	\$
Total Cost	\$	\$	\$

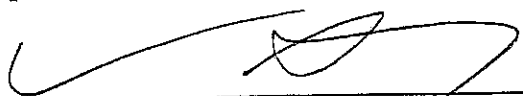
Additional Costs and Requirements (if applicable)

<u>Description of equipment to be purchased:</u>	<u>Description of subcontracting costs:</u>		
--	---	--	--

<u>Additional Costs Chart</u>	Current FY	Current FY+1	Current FY+2
Subcontractors	\$	\$	\$
Equipment	\$	\$	\$
Other	\$	\$	\$
Total Cost	\$	\$	\$

Other requirements or obligations: (increased workload, continuation of program after grant period, etc)

Responsible Personnel for Grant Reporting and Oversight:



 Department Head Signature

5/21/07

 Date

 Grant Administrator Signature (if different)

 Date

State of Illinois
Intergovernmental Agreement
between the
Illinois Department of Healthcare and Family Services
and the
McLean County State's Attorney
Agreement No. 2008-55-013-K1K

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the **Illinois Department of Healthcare and Family Services** (hereinafter referred to as Department), and the **McLean County State's Attorney** (hereinafter referred to as Contractor), in consideration of the mutual covenants contained herein, agree as follows:

WHEREAS, the Department administers the Child Support Enforcement program under Title X of the Illinois Public Aid Code (305 ILCS 5/10-1 *et seq.*) and Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*) ("Child Support Enforcement"); and

WHEREAS, the Department seeks legal services; and

WHEREAS, the Contractor desires to provide these services under the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE 1 — DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

- 1.1 "Child Support Enforcement Program" means the program administered by the Department under Article X of the Illinois Public Aid Code 305 ILCS 5/10-1 *et seq.*
- 1.2 The term "IV-D" refers to the Child Support Enforcement Program set forth in 89 Illinois Administrative Code 160.10 established in compliance with Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*).
- 1.3 The term "IV-D matter" is defined and it includes all administrative and judicial proceedings involved in the establishment of parentage and the establishment, modification, enforcement and collection of all IV-D Child Support obligations on behalf of IV-D clients. This Agreement applies to judicial proceedings IV-D matters only unless otherwise specifically provided.
- 1.4 The term "non IV-D" is defined as that which pertains to any support matter other than IV-D as defined in Sections 1.2 and 1.3.
- 1.5 The term "CFDA" is defined as Catalog of Federal Domestic Assistance. The Department's Division of Child Support Enforcement's CFDA Number is 93.563.

ARTICLE 2 — TERM AND SCOPE

- 2.1 **Term.** The term of this Agreement shall be from July 1, 2007 through June 30, 2008, unless the Agreement is otherwise terminated as set forth herein.

- 2.2 **Renewal.** This Agreement may be renewed by agreement of both parties for additional periods upon written notification of such intent. In no event shall the renewal terms and the initial term of the Agreement exceed three (3) years.
- 2.3 **Entirety of Agreement.** The terms and conditions of this Agreement along with applicable Department Administrative Rules and any documents expressly incorporated herein shall constitute the entire present agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

ARTICLE 3 — TERMINATION OF AGREEMENT

- 3.1 **Availability of Funds.** Funding for the implementation of this Agreement consists of both Federal and State funds obtained by and payable through the Department. This Agreement is subject to the availability of Department appropriation or the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois or Federal funding sources fails to make an appropriation sufficient to pay such obligation. The Department shall give Contractor written notice of such termination for funding within five (5) business days after the Department becomes aware of the failure of funding. Contractor's obligation to perform shall cease upon notice by the Department of lack of appropriated funds.
- 3.2 **Termination Without Cause.** Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the Department upon thirty (30) days' written notice to Contractor. If the Department elects to terminate, Contractor shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination.
- 3.3 **Termination For Cause.** In the event of Contractor's or the Department's failure to comply with a term of this Agreement, either party may provide written notice to the other of the breach. If such breach is not cured to the satisfaction of the non-breaching party within sixty (60) days after such written notice, or within such time as reasonably determined by either party and specified in the notice, the non-breaching party may proceed to termination by serving a written notice of termination upon the breaching party, which shall immediately terminate this Agreement.
- 3.4 **Notice of Change in Circumstances.** In the event Contractor becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Contractor's ability to perform under this Agreement, Contractor will immediately notify the Department in writing.
- 3.5 **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 3.6 **Inability to Perform.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- 3.7 **Other Termination Rights.** This Agreement may be terminated upon written notice by either party in the event of the following. The County, the Department and the Office of the Illinois Attorney General will all cooperate with each other to create and implement a plan for transition of child support enforcement services, which plan will address the cost for transition.

- 3.7.1 Failure of either party to maintain the representations, warranties and certifications set forth in this Agreement.
- 3.7.2 Any case or proceeding is commenced by or against Contractor seeking a decree or order with respect to the other party under the United States Bankruptcy Code or any other applicable bankruptcy or other similar law, including, without limitation, laws governing liquidation and receivership, and such proceeding is not dismissed within ninety (90) days after its commencement.
- 3.7.3 Material misrepresentation or falsification of any information provided by either party in the course of dealings between the parties.
- 3.7.4 Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

ARTICLE 4 — AGREEMENT MANAGEMENT AND NOTICES

- 4.1 **Agreement Management.** The Department shall designate an Agreement Manager who will facilitate communication between Contractor and various administrative units within the Department. All communications from Contractor to the Department pertaining to this Agreement are to be directed to the Agreement Manager at the address and telephone number set forth herein. Nothing in this section shall be construed to prevent the Department's counsel from contacting Contractor or Contractor's counsel.
- 4.2 **Notices.** All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

To Contractor: William A. Yoder
 McLean County State's Attorney
 104 W. Front Street, Room 605
 Bloomington, Illinois 61702-2400

Telephone: 309-888-5400

Fax: 309-888-5429

To Department: Illinois Department of Healthcare and Family Services
 Yvette Perez-Trevino, Agreement Manager
 Division of Child Support Enforcement
 32 West Randolph Street, 16th Floor
 Chicago, Illinois 60601

Telephone: (630) 844-8935

Fax: (630) 844-8778

ARTICLE 5 — RIGHTS AND RESPONSIBILITIES

5.1 Contractor's Performance of Services and Duties.

- 5.1.1 Contractor shall perform all services and other duties as set forth in this Agreement in accordance with, and subject to, applicable Administrative Rules and Departmental policies including rules and regulations which may be issued or promulgated from time to time during the term of this Agreement. Contractor shall be provided access of such policies and policy changes.
- 5.1.2 Contractor shall ensure that its employees who provide services under this Agreement are skilled in the profession for which they will be employed. In the event that the Department determines that any individual performing services for Contractor hereunder is not providing such skilled services, the Department shall promptly so notify Contractor and Contractor shall replace that individual.
- 5.1.3 Contractor shall accept for handling all IV-D matters, as defined in Section 5.3 of this Agreement.
- 5.1.4 Contractor and the Department shall provide initial and ongoing training to newly assigned and existing Contractor staff necessary to carry out the responsibilities of this Agreement, including, but not limited to IV-D policy and procedure, Key Information Delivery System (KIDS), statutory provisions and case decisions relating to child support and any other matters mutually agreed upon by the parties.
- 5.1.5 Contractor shall maintain and provide to the Department and the Office of the Illinois Attorney General a copy of the Contractor's policy and procedure manual, if any, covering all IV-D activities and functions. Updates, corrections or changes affecting IV-D procedure will be submitted to the Department five (5) business days prior to their occurrence.
- 5.1.6 Contractor shall submit monthly reports and any other reports required by the Department, the format and content of which shall be as specified by the Department after consultation with the Contractor, and any report required by the Federal Office of Child Support Enforcement.
- 5.1.7 Contractor shall report to the Department, within five (5) business days any information obtained which may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D services.
- 5.1.8 Contractor and the attorneys it employs shall represent the Department exclusively when handling any case referrals made by the Department under this Agreement. They do not represent the custodial parent, non-custodial parent or any party to the action other than the Department. If the Contractor's Office determines that there is an ethical bar to handling a legal action referral (LAR), it shall appoint or ask the court to appoint a Special Assistant State's Attorney for the purpose of representing the Department on said referral. If the State's Attorney in his or her private practice, has previously represented one of the parties in the matter referred to the State's Attorney's Office, the State's Attorney's may forward the referral to the Attorney General's Office for the purpose of representing the Department on said referral.
- 5.1.9 Contractor understands that the Attorney General is the legal representative for the Department with regard to all appellate proceedings involving Title IV-D cases.
- 5.1.10 Contractor shall prohibit attorneys employed by the Contractor's Office in a full or part-time capacity from accepting any private employment or legal work or from providing any legal advice to any person or entity that would present a conflict of interest or the appearance of a conflict of interest for the Contractor's Office, or the attorney personally, in connection with the Contractor's representation of the Department under the terms of this Agreement.

5.2 Consultation and Performance Reviews.

- 5.2.1 Contractor shall consult with and keep the Department fully informed as to the progress of all matters covered by this Agreement.
- 5.2.2 Contractor will be monitored by the Division of Child Support Enforcement. If the Department determines that the Contractor's attempt to comply with one or more provisions of this Agreement is unacceptable, the Contractor will develop and submit to the Agreement Manager or the Agreement Manager's designee a written plan for corrective action by mutual agreement with the Department. A corrective action plan must detail the steps to be taken to bring provision(s) into compliance and an estimate as to when compliance will be achieved. Upon receipt of the Department's request for a corrective action plan, the Contractor has thirty (30) calendar days to provide a written plan to the Department. Withholding of funding may result if a written corrective action plan is not received within the thirty (30) calendar day period. The Contractor agrees to take all prescribed steps and actions to comply with the requirements of any corrective action plan agreed upon by the parties.
- 5.2.3 The Department may conduct a post performance review of Contractor's performance under the Agreement. Contractor shall cooperate with the Department in this review, which may require Contractor to provide records of Contractor's performance, including expense information.

5.3 Contractor's Duties. The Contractor shall:

- 5.3.1 Act upon each referral for legal action within thirty (30) calendar days after receipt, by filing, advancing, or rejecting with cause, each child support case referred to the Contractor, consistent with the Illinois Code of Civil Procedures, Child Support Statutes and the Rules of the Circuit Court of Champaign County, Illinois.
- 5.3.2 Cause or request summons, alias summons, and petitions, to be prepared and filed with the Circuit Clerk within thirty (30) calendar days after the Contractor's receipt of written notice of the location of the absent parent by the Department and enter all court dates into KIDS.
- 5.3.3 Record in KIDS the successful and unsuccessful attempts to serve process within five (5) business days of receiving results of attempts.
- 5.3.4 Within five (5) business days after determining the whereabouts of the absent parent is unknown change status of current address in KIDS to previous.
- 5.3.5 Seek reimbursement from the non-custodial parent for costs incurred by the Department for genetic testing when parentage is established and enter results of genetic testing in KIDS. Reimbursement checks should be sent to Illinois Department of Healthcare and Family Services, Bureau of Fiscal Operations, IV-D Accounting, Attention: Sheila Fitschen, 2200 Churchill Road, Springfield, Illinois 62702.
- 5.3.6 Within ninety (90) calendar days after receipt of referral by the Department for the establishment of a support order, either
- a. establish an order for support regardless of whether or not parentage has been established on cases referred by the Department to the Contractor, or
 - b. effect service of process necessary to commence proceedings to establish support and, if necessary, parentage (or document unsuccessful service of process, in accordance with the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm. Code 160.85 by retaining a copy of the return of service in the case file).

Contractor will also ensure that any deviation from guidelines is noted and explained on the order, and that the amount that would have been ordered under the guidelines is shown.

The Contractor shall follow state presumptive guidelines on parentage cases. In all parentage cases, support will be calculated from the date the respondent was served with the complaint. Retroactive support will be requested, consistent with State law and Department rules. Temporary support will be requested until a permanent support order is entered, consistent with State law.

- 5.3.7 Complete actions to establish an order for support regardless of whether or not parentage has been established from the date of service of process within the following time frames:
- (1.) 75 percent in six (6) months;
 - (2.) 90 percent in twelve (12) months.
- 5.3.8 Seek medical insurance coverage for each minor child or each special needs child from the non-custodial parent. Medical insurance coverage must be addressed in all support orders whether or not the NCP is ordered to provide it.
- 5.3.9 Seek retroactive support in accordance with Department policy.
- 5.3.10 Seek entry of orders that provide for immediate income withholding.
- 5.3.11 Unless time limitations are caused by events outside the control of the Contractor, notify the Department at least thirty (30) calendar days in advance of the court date, of the need for Department services, including but not limited to, initial or updated arrearage calculations.
- 5.3.12 Ensure that orders are accurate and complete and submitted to the Clerk of the Circuit Court after the end of each court session.
- 5.3.13 Seek from each non-custodial parent appearing in court his or her Social Security Number, source and the amount of income, home address and employer address. Record any informational additions or changes on the order or data sheet, for data entry into KIDS.
- 5.3.14 Record in KIDS within five (5) business days after a client fails to cooperate in court or fails to keep a scheduled appointment with a member of the Contractor's Office necessary to proceed with the case and subsequent cooperation with the Contractor in the above. Contractor will ensure all instances of client non cooperation and cooperation are addressed in the relevant court order.
- 5.3.15 Provide to the Department a copy of all orders and related data sheets within five (5) business days after the legal action.
- 5.3.16 Provide to the Department information on a client that the Contractor suspects is receiving TANF illegally.
- 5.3.17 Not compromise a debt owed to the Department by agreeing to the reduction of arrearage owed to the Department without the Department's expressed prior approval. Doing so shall result in a reduction of funds payable to the Contractor equal to the amount of the reduction of the debt. If the Contractor relies upon the Department calculations when providing arrearage figures to the court, the Department will not be entitled to liquidated damages. At no time will the Contractor agree to entry of an order excluding use of an Offset Program.
- 5.3.18 Not enter into or agree to the settlement of a pending action in a IV-D case to adjudicate parentage where such settlement contains the exchange of a finding of parentage for a duty of support.
- 5.3.19 Immediately upon becoming aware that a case decision may be appealed by the responding party, or that an adverse case decision is a likely candidate for appeal by the Department, the Contractor shall provide the Department with the notice of appeal or copy of the

adverse case decision and all supporting documentation in the format prescribed by the Department to:

Illinois Department of Healthcare and Family Services Nancy Schalowitz Office of General Counsel 100 W. Randolph Street, 10th Fl. Chicago, Illinois 60601	Illinois Department of Healthcare and Family Services Division of Child Support Enforcement Yvette Perez-Trevino Judicial Legal Liaison 280 East Indian Trail Road Aurora, Illinois 60505	Office of the Illinois Attorney General Public Aid Bureau 500 S. 2nd Street Springfield, Illinois 62706
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- 5.3.20** Provide to the Department's IV-D Judicial Legal Liaison copies of orders where the Court has directed the Department to take a specific action within five (5) business days after entry of order.
- 5.3.21** When requested to do so by the Department, file appropriate post hearing motions in the trial court in connection with adverse case decisions.
- 5.3.22** Record in KIDS the information required for production of complete and accurate KIDS generated monthly activity reports as stipulated in the training in the manual provided by the Dept for KIDS data entry.
- 5.3.23** Keep the Department informed of Contractor staff assignments as they relate to this Agreement by notifying the Contract Manager.
- 5.3.24** Respond to status requests and inquiries from the Department within five (5) business days after the request or inquiry.
- 5.3.25** Correct technical non-substantive errors on rejected orders within two (2) weeks after being notified of the error, and file motions to correct substantive errors such that the errors are corrected within sixty (60) calendar days after being notified of the error. However, if the order was prepared pro se, by a private attorney, or by "Friend of the Court" on behalf of an NA client, the requirement to correct within deadlines specified do not take effect until the client accepts the State's Attorney's appearance in the NA case.
- 5.3.26** Seek an order for Court Monitored Job Search for unemployed but employable non-custodial parents, pursuant to the policy and procedures in effect for these programs.
- 5.3.27** Seek orders specifying the amount of arrearage owed and oppose entry of orders containing language departing from federally required distribution of child support payments. All child support orders entered must be made payable to the State Disbursement Unit.
- 5.4 Department's Duties.** The Department shall:
- 5.4.1** Refer or cause to be referred to the Contractor IV-D matters involving the establishment of parentage and the establishment, modification, enforcement and collection of child support obligations.
- 5.4.2** Inform the Contractor of changes and amendments to Federal and State laws, rules, regulations, policy and procedures affecting the handling of IV-D cases by the Contractor within five (5) business days after receiving said changes and amendments.
- 5.4.3** Provide assistance to the Contractor in the reparation of pleadings, including a determination of arrearages owed, as reflected in Department, State Disbursement Unit and court payment records.
- 5.4.4** Review all cases referred to the Contractor to insure that information is both pertinent and accurate and that documents are complete.
- 5.4.5** Make available to the Contractor the services of its State Parent Locator Service.

- 5.4.6 Provide access to IV-D case records of the Department for use by the Contractor in performing its duties under this Agreement.
 - 5.4.7 Inform the Contractor, within time periods required by Federal regulations or Department policy, of any change in the status or composition of a IV-D case which would affect handling of the case by the Contractor.
 - 5.4.8 Monitor on a monthly basis the Contractor's performance of and compliance with the duties undertaken in this Agreement.
 - 5.4.9 Provide training to Department or Contractor staff on specific issues of mutual concern.
 - 5.4.10 Furnish, at the request of the Contractor, available assistance, information and documents needed by the Contractor in order to verify payments, amount of collections, or reduction of claims.
- 5.5 **Joint Obligations.** The parties agree that the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:
- a. Title IV-D of the Social Security Act, 42 USC section 651 et seq.
 - b. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
 - c. Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 Illinois Administrative Code.
 - d. The Department's Child Support Enforcement Manual.
 - e. Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
 - f. Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

ARTICLE 6 — BILLING AND PAYMENT

- 6.1 **Amount of Payment.** The maximum amount of the Department's obligation under this Agreement is \$308,561. Contractor's budget (**Appendix A, Part 1**) and Personnel Services Detail (**Appendix A, Part 2**), as approved by the Department are set forth in the Appendices and made a part hereof.
- 6.2 **Billing.** Contractor shall submit reports to the Department of actual expenditures no later than the 15th day of the month following the month of service. Reports shall detail services performed by date and individual performing the services. Reports shall meet the following requirements:
- 6.2.1 All funds under the terms of this Agreement are to be used for the express purpose of IV-D matters.
 - 6.2.2 All record keeping shall be in accordance with sound accounting standards.
 - 6.2.3 The Contractor shall sign and submit to the Department reports of actual IV-D related expenditures ten (10) business days following the month of such expenditures. Any transfers of funds between budget line items will be specified. The Department will authorize payment to the Contractor within thirty (30) calendar days after receipt of complete, accurate and valid expenditure reports with appropriate documentation. Reports shall be mailed to:

Illinois Department of Healthcare and Family Services
Division of Finance
Expenditure Processing and Reconciliation Unit
509 S. 6th Street, 5th Floor
Springfield, Illinois 62701

- 6.2.4 The Contractor agrees to maintain and submit to the Department records, including but not limited to, payroll records, purchase orders, leases, billings, adequate to identify total time expended each month by Contractor staff filling positions indicated in **Appendix A** and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under **Article 6**, only those expenses or portions thereof stated in **Appendix A** are reimbursable. For non-personnel items, the Contractor agrees to provide proofs of payments, in the form of canceled checks, contractor invoices (stating paid in full) or any other proof that payment has been made. The Contractor agrees to provide time sheets for any temporary employees or contractual employees hired by the Contractor to fulfill the duties of this Agreement.
- 6.3. **Reimbursement.** The Department shall reimburse Contractor for Contractor's performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies or expenses. Reimbursement is subject to the following:
- 6.3.1 The Department shall not be liable to pay Contractor for any supplies provided or services performed or expenses incurred prior to the term of this Agreement.
- 6.3.2 Reimbursement will be made in the amount expended to date of expenditure report.
- 6.3.3 All reports required under this Agreement must be received by the Department within the time period set forth in this Agreement.
- 6.3.4 The parties will make final determination of the necessary expenditures the Contractor has incurred as a result of this Agreement. Such expenditures, mutually agreed upon and subject to Federal Financial Participation (FFP), shall be determined as of the close of business on the date of termination of this Agreement from expenditure reports submitted by the Contractor. The Department will reimburse the Contractor for any underpayment of such finally determined expenditures and the Contractor shall reimburse the Department for any overpayment.
- 6.3.5 Reimbursements made by the Department pursuant to this article shall constitute full payment owed to Contractor by the Department or the IV-D client under Federal or State law for the duties performed by Contractor under this Agreement. Contractor shall not seek any additional payment from the Department or the IV-D client for the performance of these duties.
- 6.3.6 Contractor shall be solely responsible and liable for all expenditure disallowance resulting from Contractor's actions as set forth in any audit by the federal Office of Child Support Enforcement or by the Department. Contractor shall reimburse the Department for the amount of any such disallowance; provided however, the Department will be required to give Contractor timely notice of any such disallowances and an opportunity to rebut any question of Contractor's liability. Contractor, however, will not be held liable for any disallowance concerning expenditures Contractor undertook at the written request of, or with the written approval of, the Department.
- 6.3.7 All Title IV-D funds held by Contractor (not including reimbursements for expenditures made pursuant to this agreement previously made by Contractor) shall be deposited in an interest-bearing bank account and any interest earned on this Title IV-D money shall be identified and deducted from actual expenditures reported to the Department each month.

- 6.3.8 If the Department determines that this Agreement is a grant, then the terms of the Grant Funds Recovery Act (30 ILCS 705/1 et seq.) shall apply.
- 6.3.9 Prior written approval from the Department's Contract Manager must be secured by the Contractor in order to receive reimbursement for the following:
- a. The cost of new or additional leases or rental agreements for either real or personal property;
 - b. The cost of any furniture and equipment of at least \$100.00 in unit cost or, regardless of price, any camera or calculator requires written approval from the Department, prior to purchase, which approval shall not be unreasonably withheld. Department shall provide a written response within ten (10) business days for Electronic Data Processing (EDP) equipment and three (3) business days for all other equipment after receiving said request. Any equipment purchased during the terms of this Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.
- 6.3.10 The Contractor shall be responsible for obtaining hardware, software and office equipment, maintenance agreements, excluding software purchased by the Department, and for purchasing supplies, i.e., paper, toner, ink cartridges, cleaning kits, etc.) for all equipment under this or any Agreement between the parties. All purchases made in regards to this **Article 6.3.10** are reimbursable up to the limit of the budget amount found in **Appendix A** of this Agreement.
- 6.3.11 Each local Contractor's Office will be connected to the KIDS system via a HFS provided Child Support data circuit installed to the County facility. The Contractor will work with HFS technical staff to establish this connectivity in the most cost effective manner possible for the taxpayers of Illinois. As technology changes are made by HFS and the State of Illinois that allow more cost effective connectivity solutions, the Contractor will work with HFS technical staff to allow these solutions to be used for HFS provided connections at the Contractor's Office.
- 6.4 **Retention of Payments.** In addition to pursuit of actual damages, or termination of this Agreement, if any failure of Contractor to meet any requirement of this Agreement result in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to Contractor until such Federal funds are released to the State, at which time the Department will release to Contractor the equivalent withheld funds.
- 6.5 **Computational Error.** The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify Contractor of any such corrections.
- 6.6 **Travel.** Payment for travel expenses will be made by the Department in accordance with the Department's Employee Travel Regulations.
- 6.7 **State Fiscal Year.**
- 6.7.1 Notwithstanding any other provision of this Agreement, all invoices for supplies ordered or services performed and expenses incurred by Contractor prior to July 1 of each year must be presented to the Department no later than August 10 of each year in order to ensure payment under this Agreement. Failure by Contractor to present such invoices prior to August 10 may require Contractor to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly.
 - 6.7.2 All payments shall be made to conform to State fiscal year requirements regardless of what might or might not be stated elsewhere in this Agreement or any order placed pursuant to

the Agreement. Contracts that extend beyond the end of the State's fiscal year (July 1 - June 30), or the payments thereon, may have to be prorated to ensure funds of the appropriate fiscal year are utilized for payment.

- 6.7.3 It is recognized by the parties that payments at the beginning of the State's fiscal year (July and August payments) are often delayed because of the appropriation process. Such delayed payments shall not be considered late for any purpose nor shall they constitute a breach.

ARTICLE 7 — GENERAL TERMS

- 7.1 **Amendments.** This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change, in addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 7.2 **Amendments Necessary for Statutory or Regulatory Compliance.** Contractor shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, the Department may terminate this Agreement.
- 7.3 **Assignment and Subcontracting.** After notice to Contractor, the Department may transfer this Agreement or payment responsibility to another State agency, or assign this Agreement to a third party for financing purposes. Assignment, subcontracting, or transfer of all or part of the interests of Contractor in the work covered by this Agreement is prohibited without prior written consent of the Department. In the event the Department gives consent to Contractor to assign, subcontract or transfer all or part of the interests of Contractor in the work covered by this Agreement, the following provisions shall apply:
- 7.3.1 The terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Contractor is hereby bound and obligated.
- 7.3.2 Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to Contractor, including, but not limited to, certifications and disclosures.
- 7.3.3 Contractor shall list the names and addresses of all subcontractors in an addendum to this Agreement, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement.
- 7.4 **Audits and Records.**
- 7.4.1 **Right of Audit.** This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by the Department, the Office of Inspector General for the Department, the United States Department of Health and Human Services, the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement ("Authorized Persons"), and Contractor agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, Contractor shall provide, in Illinois, or any other location designated by the Authorized Person, during normal business hours, full and complete access to the relevant portions of Contractor's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to Contractor, the Department shall adjust future or final payments otherwise due Contractor. If no payments are due and

owing Contractor, or if the overpayments(s) exceed the amount otherwise due Contractor, Contractor shall immediately refund all amounts which may be due to the Department.

7.4.2 Retention of Records. Contractor shall maintain all business, professional, and other records in accordance with State law 45 CFR Part 74, 45 CFR Part 160 and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. Contractor shall maintain such books and records for a period of six (6) years from the later of the date of final payment under the Agreement or completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

7.4.3 Federal Audits of States, Local Government and Non-Profit Organizations. Contractors that expend \$500,000 or more in federal funds during their fiscal year are required to meet the provision of the Federal Office of Management and Budget (OMB) Circular A-133 "Audits of States, Local Government and Non-Profit Organizations". Audits conducted for the purpose of satisfying the A-133 requirements must be completed by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. The contractor shall submit the audit within the earlier of 30 days after receipt of the auditor's report or nine month after the end of the audit period. Failure to meet the requirements contained in this section shall result in the suspension of funding and/or sanctions as prescribed in Subpart B Section 225 of OMB Circular A-133. The auditor's report is to be sent to:

Brian Bond
Illinois Department of Healthcare and Family Services
Division of Finance
A-133 Unit
201 South Grand Avenue East, Second Floor
Springfield, Illinois 62702

The Department may, at its option, provide notice to the contractor that they will be required to submit an A-133 audit report and any related materials. Such notice does not relieve the contractor from their responsibilities to determine the need to obtain an audit required by Circular A-133. Contracts are required to comply with the Department's instructions for completing the A-133 audit report and any related materials.

7.5 Background Checks. The Department reserves the right to conduct background checks of Contractor's officers, employees or agents who would directly supervise the Agreement or physically perform the Agreement requirements at Department facilities to determine their suitability for performing this Agreement. If the Department finds such officer, employee or agent to be unsuitable, the Department reserves the right to require Contractor to provide a suitable replacement immediately.

7.6 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois. The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.

7.7 Confidentiality.

7.7.1 Proprietary Information. Performance of the Agreement may require Contractor to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State County, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the State or others. Any documents or data obtained by Contractor from the Department in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement that is received from a third party free to disclose it that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.

7.7.2 Confidentiality of Program Recipient Identification. Contractor shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by Contractor, Contractor's employees, and subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12; 42 USC 654(26); 42 CFR Part 431, Subpart F; and 45 CFR Part 160 and 45 CFR Part 164, Subparts A and E. To the extent that Contractor, in the course of performing the Agreement, serves as a business associate of the Department, as "business associate" is defined in the HIPAA Privacy Rule (45 CFR 160.103), Contractor shall make reasonable efforts to assist the Department in responding to the client as provided in the HIPAA Privacy Rule, and shall maintain for a period of six (6) years any records relevant to a client's eligibility for services under the Department's medical programs.

7.8 Disputes Between Contractor and Other Parties. Any dispute between Contractor and any subcontractor or other party, shall be solely between such party or subcontractor and Contractor, and the Department shall be held harmless by Contractor.

7.9 Fraud and Abuse. Contractor shall report to the Department's Office of Inspector General (OIG) any suspected financial fraud and abuse in the Child Support Enforcement Program, or suspected misconduct of Department employees, as soon as Contractor learns of the suspected fraud and abuse or misconduct. Contractor shall not conduct any investigation of the suspected fraud and abuse or misconduct without being specifically directed to do so by the OIG. Contractor shall cooperate with all investigations of suspected fraud and abuse or Department employee misconduct.

7.10 Gifts. Contractor and Contractor's principals, employees and subcontractors are prohibited from giving gifts to Department employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.

7.11 Indemnification.

7.11.1 Contractor assumes all risk of loss and shall indemnify and hold the State, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for any and all injuries to persons

(including death), and any or all loss of, damage to, or destruction of property (including property of the State), resulting from the negligent or intentional acts or omissions of Contractor or any employee, agent, or representative of Contractor or Contractor's subcontractors. Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction of, or damage to State property, and shall upon request and at the State's expense, furnish to the State all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

7.11.2 Neither party shall be liable for incidental, special or consequential damages.

7.11.3 Contractor further agrees to assume all risk of loss and to indemnify and hold the Department and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, for Contractor's failure to pay any subcontractor, either timely or at all, regardless of the reason.

7.12 **Media Relations and Public Information.** Subject to any disclosure obligations of Contractor under applicable law, rule, or regulation, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Department. Contractor shall not disseminate any publication, presentation, technical paper, or other information related to Contractor's duties and obligations under this Agreement unless such dissemination has been previously approved in writing by the Department.

7.13 **Multiple Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered to be one and the same document, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

7.14 **Nondiscrimination.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, Agreements, or any other activity. Contractor and Contractor's principals, employees and subcontractors shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. Contractor further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.

7.15 **Non-solicitation of Employees.** Contractor shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if Contractor solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. Contractor shall not employ any person or persons employed by the Department at any time during the term of this Agreement for any work required by the terms of this agreement.

7.16 **Purchase of Equipment.**

7.16.1 In accordance with the provisions of 45 CFR 95.705, 44 Ill. Adm. Code 5010.660 (Illinois Department of Central Management Services rules) and other State and Federal laws and regulations, Contractor shall transfer to the Department, upon request, all equipment purchased under the terms of this or any preceding Agreement between the parties, if this Agreement is terminated or if said equipment is no longer needed by Contractor to perform its duties under this Agreement.

7.16.2 Contractor shall establish, maintain and update complete inventory lists of all equipment purchased and received with contract funds. Lists shall be kept separately for Electronic Data Processing (EDP) equipment and for other equipment and shall include all existing equipment which had been previously purchased with contract funds and all equipment purchased and received with contract funds during the period of this Agreement. Contractor must conduct an annual inventory and submit a detailed report of equipment and furniture to the Department's Agreement Manager. This report must list information stipulated in 45 CFR 74.34(f) and must be signed by a responsible party attesting to the accuracy and completeness of the report. This report must list at a minimum the following information:

- a. Description
- b. Manufacturer's serial number, model number, Federal stock number, national stock number or other identification number
- c. Acquisition date
- d. Location and condition of equipment and date information was reported
- e. Unit acquisition cost

Contractor shall submit this report no later than December 31st to:
Illinois Department of Healthcare and Family Services
Division of Child Support Enforcement
Attn: Yvette Perez-Trevino, Agreement Manager
32 W. Randolph Street, Room 1600
Chicago, Illinois 60601

7.17 **Rules of Construction.** Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:

- 7.17.1 Provisions apply to successive events and transactions;
- 7.17.2 "Or" is not exclusive;
- 7.17.3 References to statutes and rules include subsequent amendments and successors thereto;
- 7.17.4 The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
- 7.17.5 If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
- 7.17.6 "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excluding State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
- 7.17.7 Use of the male gender (e.g., "he", "him," "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa; and
- 7.17.8 Words in the plural which should be singular by context shall be so read, and vice versa.
- 7.17.9 References to "Department," "Illinois Department of Healthcare and Family Services" or "HFS" shall include any successor agency or office charged with administering Contractor under the Illinois Public Aid Code (305 ILCS 5/1-1 et seq.).

7.18 **Severability.** In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.

7.19 **Sexual Harassment.** Contractor shall have written sexual harassment policies which shall comply with the requirements of 775 ILCS 5/2-105.

7.20 Survival of Obligations. Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE 8 - CERTIFICATIONS.

By signing this Agreement, Contractor makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon Contractor's failure to maintain these certifications and warranties.

8.1 General Warranties of Contractor.

8.1.1 The services and deliverables products herein required to be performed or provided will be completed in a good and professional manner.

8.1.2 The person executing this Agreement on behalf of Contractor is duly authorized to execute the Agreement and bind Contractor to all terms and conditions hereunder.

8.1.3 For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by Contractor will be expeditiously corrected by Contractor without additional charge to the Department.

8.1.4 Violation of any of these warranties by Contractor shall subject this Agreement to automatic termination.

8.2 Bribery. Contractor is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/1-1 et seq.

8.3 Child Support. Contractor shall ensure that its employees who provide services to the Department under this Agreement are in compliance with child support payments pursuant to a court or administrative order of this or any other State. Contractor will not be considered out of compliance with the requirements of this Article if, upon request by the Department, Contractor provides:

8.3.1 Proof of payment of past due amounts in full;

8.3.2 Proof that the alleged obligation of past due amounts is being contested through appropriate court or administrative proceedings and Contractor provides proof of the pendency of such proceedings; or

8.3.3 Proof of entry into payment arrangements acceptable to the appropriate State agency.

8.4 Conflict of Interest. Contractor is not prohibited from contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. Contractor and Contractor's principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with performance under this Agreement, and Contractor shall not employ any person having such an interest in connection with Contractor's performance under the Agreement. Contractor shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.

8.5 Debarment and Suspension. Contractor shall review the list of sanctioned person maintained by the Agency's Office of Inspector General (OIG) (available at <http://www.state.il.us/agency/oig>), and the Excluded Parties List System maintained by the U.S. General Services Administration (available at <http://epls.arnet.gov/>). Contractor shall terminate its relations with any Ineligible Person immediately upon learning that such Person or Provider meets the definition of an Ineligible Person and notify the OIG of the termination.

- 8.6 **Federal Taxpayer Identification Number and Legal Status Disclosure.** Contractor has completed **Attachment A** and certifies, under penalties of perjury, that the information contained
- 8.7 **Legal Ability To Contract:** Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:
- 8.7.1 Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- 8.7.2 Contractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).
- 8.7.3 Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- 8.7.4 Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 8.7.5 Contractor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 8.7.6 Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
- 8.7.7 Contractor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (PA 94-0264).
- 8.7.8 Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states, "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated."
- 8.7.9 Contractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one year period preceding the procurement lobbying activity (EO No. 1 (2007)).
- 8.8 **Licenses and Certificates.** Contractor and Contractor's principals, employees, and subcontractors possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing. Contractor may meet the license requirement through use of a

subcontractor; provided however, Contractor's use of a subcontractor in that circumstance does not relieve Contractor of any obligations under the Agreement.

8.9 **New Hire Reporting and Electronic Funds Transfer of Child Support Payments.** Contractor certifies that it shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28.35.

8.10 **Nonsolicitation of Agreement.** Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due Contractor such commission, percentage, brokerage fee, gift or contingent fee.

8.11 **Prevailing Wage.** Contractor shall comply with the Davis-Bacon Act, 40 USC 276a, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., as applicable.

8.12 **Revolving Door.** Contractor is not in violation of section 50-30 of the Illinois Procurement Code, 30 ILCS 500/50-30.


#####

In Witness Whereof, the parties have hereunto caused this Agreement to be executed on the dates shown, by their duly authorized representatives.

**THE STATE OF ILLINOIS
DEPARTMENT OF HEALTHCARE
AND FAMILY**

MCLEAN COUNTY, ILLINOIS

By: _____
Barry S. Maram, Director

By: 
William A. Yoder, State's Attorney

Date: _____

Date: 5/21/07

APPROVED:

By: _____
Lisa Madigan, Illinois Attorney General

By: _____
Michael Sweeney, President
McLean County Board

Date: _____

Date: _____

APPENDIX A *Part 1 of 2*
MCLEAN COUNTY STATE'S ATTORNEY BUDGET
JULY 1, 2007 THROUGH JUNE 30, 2008
 Individual Line Item Amounts Are Estimated

DIRECT COSTS	SFY08 Budget
Personnel Services	
Salaries	\$211,006
<i>(See list of positions-Part 2 of 2)</i>	
Fringe Benefits	\$51,129
SUBTOTAL	\$262,135
 Non Personnel Services	
Advertising, Legal Notices	\$0
Audit & Accounting Fees	\$0
Books & Periodicals	\$0
Computer Equipment	\$1,000
Computer Equipment Maintenance	\$0
Computer Software	\$1,000
Computer Software Maintenance	\$0
Copying	\$2,000
Court Related	\$1,150
Dues & Licenses	\$2,500
Education, Conference Fees	\$3,000
Misc. Administrative Expenses	\$2,800
Office Equipment	\$876
Office Equipment Maintenance	\$0
Office Supplies	\$4,500
Postage	\$100
Printing	\$0
Rent	\$20,500
Service of Process Fees	\$0
Subcontracts, Special ASA, Investigators	\$2,500
Travel	\$1,000
Telephone Service	\$3,500
Utilities	\$0
SUBTOTAL	\$46,426
TOTAL	\$308,561

APPENDIX A Part 2 of 2
AUTHORIZED POSITIONS - SFY08
MCLEAN COUNTY STATE'S ATTORNEY

POSITION TITLES	IV-D%	Number of Positions
Full Time Positions:		
Assistant State's Attorney	100%	2
Paralegal	100%	1
Office Administrator	100%	1
Secretary	100%	1

Attachment A

Taxpayer Identification Certification

- A. Contractor certifies that:
1. The number shown on this form is Contractor's correct taxpayer identification number (or Contractor is waiting for a number to be issued to Contractor); **and**
 2. Contractor is not subject to backup withholding because:
 - (a) Contractor is exempt from backup withholding, or
 - (b) Contractor has not been notified by the Internal Revenue Service (IRS) that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - (c) The IRS has notified Contractor that Contractor is no longer subject to backup withholding, **and**
 3. Contractor is a U.S. person (including a U.S. resident alien).

B. Contractor's Name: _____

C. Contractor's Taxpayer Identification Number:

Social Security Number (SSN): _____

or

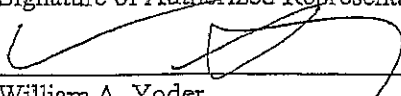
Employer Identification Number (EIN): _____

(If Contractor is an individual, enter Contractor's name and SSN as it appears on Contractor's Social Security Card. If Contractor is completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

- D. Contractor's Legal Status (check one):
- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical or health care services | <input type="checkbox"/> Pharmacy/Funeral |
| <input type="checkbox"/> Corporation NOT providing or billing medical or health care services | <input type="checkbox"/> Home/Cemetery (Corp) |
| | <input type="checkbox"/> Other: |

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF MCLEAN COUNTY STATE'S ATTORNEY.

Signature of Authorized Representative



William A. Yoder
McLean County State's Attorney

5/21/07
Date

Members Renner/Rackauskas moved the County Board approve Requests for Approval of Renewal of Child Support Enforcement Grant – Circuit Court and an Intergovernmental Agreement between McLean County State’s Attorney and the Illinois Department of Healthcare and Family Services – Title IV-D Child Support Enforcement Agreement No. 2008-55-013-K1K – State’s Attorneys Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon stated the following: the Land Use and Development Committee had no Items for Action and our General Report is located on pages 152-157.

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

RESOLUTION NO. R07-031

A RESOLUTION expressing the intent of The County of McLean, Illinois to issue revenue bonds and authorizing the holding of a public hearing regarding the issuance of said revenue bonds by The County of McLean, Illinois, for the benefit of the Bloomington-Normal Young Men's Christian Association; authorizing the publication of a notice of said public hearing in a newspaper of general circulation in the County; and authorizing and approving certain related matters.

WHEREAS, The County of McLean, Illinois (the "County"), a body politic and corporate and a local unit of government and political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois, is authorized by the laws of the State of Illinois, and specifically by the "Industrial Building Revenue Bond Act", 50 ILCS 445/1 et. seq., as amended (the "Act"), to issue revenue bonds for the purposes set forth in the Act and to loan the proceeds thereof to finance, among other things, the acquisition, rebuilding, construction, improvement or extension of an "industrial project", as defined in the Act, and to sell such revenue bonds to others; and

WHEREAS, the Bloomington-Normal Young Men's Christian Association, an Illinois not for profit corporation (the "Corporation"), has requested that the County issue its revenue bonds pursuant to the provisions of the Act, in an aggregate principal amount not to exceed \$10,000,000, and lend the proceeds from the sale of such revenue bonds to the Corporation; and

WHEREAS, the Corporation desires to use such bond proceeds to (i) finance, refinance or reimburse itself for a portion of the costs of the acquisition, construction and equipping of a new 62,500 square foot YMCA facility, to include recreational and fitness facilities, lap and therapy pools, gymnasiums, multi-purpose rooms, child care and educational facilities (collectively, the "Project"), (ii) pay a portion of the interest on such revenue bonds during the period of completion of the Project, if deemed necessary or desirable by the County or the Corporation,

(iii) establish a debt service reserve fund for the benefit of such revenue bonds, if deemed necessary or desirable by the County or the Corporation, and (iv) pay certain costs relating to the issuance of such revenue bonds, including the credit enhancement thereof, all as permitted under the Act; and

WHEREAS, the Project will be owned and operated by the Corporation and located on land in McLean County, Illinois; and

WHEREAS, the Corporation anticipates that approximately three (3) new, permanent jobs (together with approximately 80 temporary, part-time or construction jobs) will be created in connection with the operation of the Project; and

WHEREAS, it is hereby found and determined that the Project constitutes an "industrial project" as defined in the Act; and

WHEREAS, the County deems it necessary and advisable that it take such actions as may be required under the Act and United States federal law to authorize the issuance of its revenue bonds to finance the costs of the Project; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that a public hearing be held by the County on the proposed plan of financing for the Project through the issuance of revenue bonds of the County; and

WHEREAS, the County desires to authorize the holding of said public hearing, establish the time and place for said public hearing and authorize the publication of a notice of said public hearing in a newspaper of general circulation in the County;

NOW, THEREFORE, Be it Resolved by the County Board of The County of McLean, Illinois, as follows:

Section 1. That in order to insure the acquisition, construction and equipping of the Project with the resulting public benefits that will flow therefrom, including, without limitation, the creation of approximately three (3) new, permanent jobs (together with approximately 80 temporary, part-time or construction jobs), it is deemed necessary and desirable that revenue bonds of the County be issued in an aggregate principal amount not to exceed \$10,000,000; subject, however, to the adoption by this County Board of a final bond resolution authorizing and approving the issuance and final terms of said revenue bonds and authorizing and approving the execution of the related legal documentation.

Section 2. That in order to comply with Section 147(f) of the Code, there is hereby authorized the holding of a public hearing regarding the proposed plan of financing of the Project through the issuance of revenue bonds of the County pursuant to the Act. Said public hearing shall be held by this County Board on Tuesday, July 24, 2007 at 9:00 a.m. in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois. Further, this County Board hereby authorizes and approves the publication of a notice of said public hearing in *The Pantagraph* or other newspaper of general circulation available to affected residents of McLean County, which notice shall be so published not less than 14 days prior to the date of said public hearing.

Section 3. That the officers, employees and designated agents of the County are hereby authorized to take such further action as is necessary to carry out the intent and purposes of this Resolution, including the intent to issue and sell its revenue bonds in an aggregate principal amount not to exceed \$10,000,000; subject, however, to the adoption by this County Board of a final bond resolution authorizing and approving the issuance of and final terms of said revenue bonds (including a requirement that such revenue bonds be issued on or before December 31, 2007) and authorizing and approving the execution of the related legal documentation.

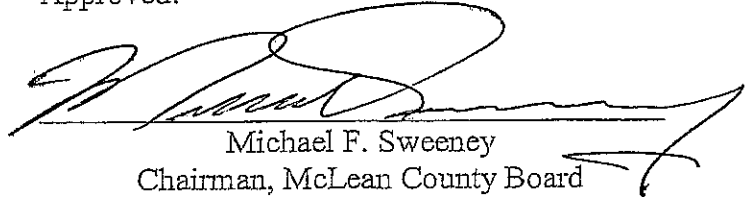
Section 4. That all resolutions and parts thereof in conflict herewith are hereby superseded to the extent of such conflict.

Section 5. That this Resolution shall take effect upon its passage as provided by law.

ADOPTED BY THE COUNTY BOARD OF THE COUNTY OF MCLEAN, ILLINOIS, THIS 19TH DAY OF JUNE, 2007.

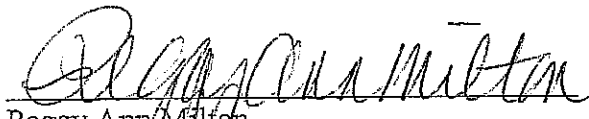
Filed: June __, 2007.

Approved:


Michael F. Sweeney
Chairman, McLean County Board

(SEAL)

Attest:


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

STATE OF ILLINOIS)
COUNTY OF MCLEAN)

SS

CERTIFICATE OF MINUTES

I, Peggy Ann Milton hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois and that as such official I am ex-officio Clerk of the County Board of said County (the "County Board"), and that as such official I am the keeper of the records and the files of the County Board of said County.

I do further certify that the foregoing is a full, true, correct and complete transcript of that portion of the minutes of the meeting of the County Board held on the 19th day of June, 2007, insofar as the same relates to the adoption of a resolution entitled:

A RESOLUTION expressing the intent of The County of McLean, Illinois to issue revenue bonds and authorizing the holding of a public hearing regarding the issuance of said revenue bonds by The County of McLean, Illinois, for the benefit of the Bloomington-Normal Young Men's Christian Association; authorizing the publication of a notice of said public hearing in a newspaper of general circulation in the County; and authorizing and approving certain related matters.

a true, correct and complete copy of which resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the County Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the applicable provisions of "An Act to revise the law in relation to Counties", approved March 31, 1874, as amended, and that the County Board has complied with all of the provisions of said Acts and with all of the procedural rules of the County Board in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this 19th day of June, 2007.


County Clerk of The County of McLean, Illinois




OFFICE OF THE ADMINISTRATOR

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

115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

May 31, 2007

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

From: John M. Zeunik 

Re: Request Received from the Bloomington-Normal YMCA: Issuance of Tax-Exempt Bonds by McLean County

The Bloomington-Normal YMCA is planning to construct a new 62,500 square foot facility on 6 acres of property on Ireland Grove Road near the Links at Ireland Grove Development, the P.O.N.Y. Baseball complex and the Prairie City Soccer League fields. The YMCA and First Midstate, the YMCA's financial advisor, have asked to use the County's tax-exempt borrowing authority to issue up to \$10 million in tax-exempt bonds for this project.

Under the terms of the proposed financing, the County would be acting as a "conduit" to provide the YMCA access to tax-exempt financing. The County would not be responsible in any way for repayment of the debt service on the bonds. Issuance of the tax-exempt bonds for the YMCA would not affect the County's credit rating. Issuance of the tax-exempt bonds for the YMCA would not exceed the County's statutory legal debt limit of \$80,004,507.00. The only risk for the County is the \$10 million annual limitation on the issuance of tax-exempt, bank qualified bonds. Under current federal law, the County may not issue more than \$10 million in tax-exempt, bank qualified bonds in a calendar year.

First Midstate is proposing a negotiated sale of the \$10 million tax-exempt bond issue. Local banks in the community have agreed to purchase 100% of the bonds issued for the YMCA. Since this would be a negotiated sale with these banks, it is very unlikely that these bonds would be sold in the retail market or actively traded among institutional buyers. The proposed buyers are "knowledgeable investors" who understand the underlying risk associated with this proposed financing.

For your information and review, enclosed please find information prepared by the YMCA on the proposed new facility and information prepared by Mr. Paul Brown, President and CEO, First Midstate, on the tax-exempt financing. Representatives from

The Honorable Chairman and Members of the Finance Committee
May 31, 2007
Page Two

the YMCA and Mr. Brown will be present at the Committee meeting to answer any questions that you may have concerning plans for the new facility and the proposed tax-exempt financing.

Thank you.

May 31, 2007

Mr. Matt Sorensen
Chairman
Finance Committee
McLean County Board
115 E. Washington Street
Bloomington, IL 61701

Dear Matt,

I have been assisting the Bloomington-Normal Y.M.C.A. strategize their options to finance construction of a new facility on the southeast side of Bloomington.

As a 501(c)3 entity they can borrow by issuing Federally tax-exempt Bonds through a State agency or local unit of government including McLean County.

The Y.M.C.A. is considering an issue of approximately \$10,000,000 which would be purchased by a consortium of local financial institutions. Using tax-exempt Bonds will potentially save the Y.M.C.A. over \$1,000,000 in interest expense.

McLean County has never done this type of financing before for a 501(c)3 entity as far as I can remember. I'm not sure whether or not the County has ever decided not to do a financing of this type. It was discussed with Cornerstone Christian Academy for their new facility east of Bloomington.

Chapman and Cutler, Bond Attorneys, say there is a statutory requirement of some increased employment for the 501(c)3 entity, usually one full-time job. There shouldn't be any credit limitations.

The primary constraint on the County should it agree to facilitate this financing would be usage of the County's maximum annual \$10,000,000 Bank qualified allowance.

This issue should not affect the County's Credit Rating since payments are solely the responsibility of the Y.M.C.A. The Bonds will have the County's name on them, but the financial markets understand that the County is only acting as a conduit.

Bond insurance or a letter of credit from a bank are sometimes used on projects like this. The contemplation here would be to accomplish this financing as a Private Placement with a few sophisticated investors (financial institutions).

The Y.M.C.A. will be expected to fully indemnify the County in the Loan Agreement and Bond Purchase Agreement against any actions that might be brought against it.

Hopefully this answers some of your key questions regarding this project. The Y.M.C.A. and myself will be happy to attend any meeting(s) of the Finance Committee and Board to further discuss this.

Thank you for your consideration of this project.

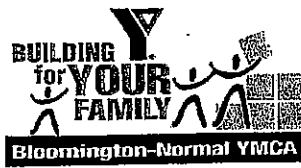
Very truly,

FIRST MIDSTATE INCORPORATED



Paul D. Brown
President

PDB/nb



The Bloomington-Normal YMCA: "Building for YOUR Family"

THE PROJECT

A capital campaign in the range of \$10 million to create a new Family Y for McLean County

WHAT: THE HIGHLIGHTS

- 62,500 square feet on 6 acres (1/2 again larger than our current Y)
- Just off East Ireland Grove Road south of the airport near growing population centers
- 2 Pools: One cool-water pool for lap swimmers & competition and a warm water therapy and family fun pool
- Double Gymnasium - (convertible for basketball, indoor baseball/softball, golf, soccer and in-line floor hockey)
- Adequate drop-in day care
- Green space for summer Day Camp
- Plenty of safe, convenient parking
- Handicap-accessible
- Family-friendly spaces

PART OF A MULTI-SITE DESTINATION

- Part of the Links at Ireland Grove Development:
 - Office and light retail
 - More than 180 single and multi-family dwellings
- Adjacent recreational facilities complement Y development:
 - P.O.N.Y. Baseball fields
 - Prairie City Soccer League fields
 - 9-hole instructional golf course and driving range
 - Extension of Constitution Trail
 - Proposed park development

ADDRESSING CRITICAL COMMUNITY NEEDS

Successful Youth: Children, regardless of where they live or income level, struggle to develop the positive values, civic responsibility and the education and life skills to be fully prepared for adulthood. **The YMCA's youth development approach demonstrates notable success in bolstering developmental assets that build character and help kids succeed in school.**

Strong Families: Families are under increasing stress, are not connected to supportive communities and are unsure of where to go for help in balancing family, work and civic responsibility. **YMCAs offer a community gathering place where diverse families participate with and learn from each other in accepting, supportive environments.**

Lifestyle Health Transformation: Obesity is America's number one health problem. We are raising the least healthy, least fit generation of children in our nation's history. The associated health care and social costs threaten to overwhelm the community's ability to respond. **The Bloomington-Normal Y will help "turn the tide" by expanding wellness and exercise programs and emphasize families' involvement in improving their children's nutrition and activity levels.**

WHY?

1. The current facility is outmoded and inadequate to support growth: It's not energy efficient. It's unattractive to today's members. It's not convenient and there's insufficient parking. It lacks green space. There's not enough – and not enough of the right – space for programs to be competitive.
2. (Related to #1) The Y can't build up or out to change things at the current site. Since our 2000 capital improvements campaign, we learned the building will not structurally support any additions. Plus, the property limits expansion.

WHEN? Spring 2009 is target date with ground breaking to be fall 2007

HOW? A campaign that brings together our communities to create a facility that will be the centerpiece of life for all of McLean County.

The Bloomington-Normal YMCA: *Building for YOUR Family*

PROJECTED ECONOMIC IMPACT OF NEW FAMILY Y IN McLEAN COUNTY

A new Bloomington-Normal Family Y will create a positive economic impact in McLean County, both during construction and when it opens. The new Family Y Project will:

- ✓ **Generate \$12.5 million in new construction** in McLean County. Of that amount, at least 20% – or \$2.5 million – in new money will come from outside the county/state in the form of foundation grants.

- ✓ **Generate \$1.5 million in membership and programming income.** The new Family Y will attract 3,000 new members (based on projections that double our current membership of 3,000). These new members will spend an average of \$500 per year at the new Family Y (\$360 per year on memberships and \$140 per year on the purchase of program services).

- ✓ **Add \$500,000 in new jobs.** As a result of program expansion under the project, the Y will add 80 new jobs, 3 of which are high paying professional positions. Job opportunities will continue to increase as the Y's membership and program base continues to expand.

Members Sorensen/Bostic moved the County Board approve a Request for Approval of a Resolution expressing the intent of the County of McLean, Illinois to issue Revenue Bonds and authorizing the holding of a Public Hearing regarding the issuance of said Revenue Bonds by the County of McLean, Illinois, for the benefit of the Bloomington-Normal Young Men's Christian Association; authorizing the publication of a notice of said Public Hearing in a newspaper of general circulation in the County; and authorizing and approving certain related matters – County Administrator's Office. Member Segobiano stated the following: since the City of Bloomington would not authorize the issuance of this bond, does this open us up for other non-profit organizations to come to the County for bonding purposes? Member Sorensen stated the following: this was a matter of concern for the Committee. I think one of the things that put us at ease was the realization that a not-for-profit organization has to have the ability to find a buyer for the bonds before they would ask for us to do something like this. Those investors would have to have a level of confidence that there is an ability to pay and that it is a good plan. We see it as a natural screening process which will limit the entities that are capable to approach us. It is a natural selection process that will screen those before we even get them. Member Segobiano asked the following: but does it open us up? Member Sorensen stated the following: no more than we've always been open. We've been asked to do this before. That was several years ago. Member Segobiano stated the following: I happen to be aware of a not-for-profit organization that is looking to buy a very large facility in Normal and they would have every opportunity to make a presentation to the County Board. Member Sorensen stated the following: I believe that is correct. Your initial statement that City of Bloomington wouldn't do this isn't actually accurate. The fact is that they can't do it because they already have issued debt. Whether or not they would is another question. Just like McLean County is limited to only ten million dollars in bank certified funds per year that we are allowed to issue, municipalities have the same kinds of limits. Bloomington is tapped out and can't issue more debt this year. Member Segobiano stated the following: that is my exact reason for raising the question. Do we tap out too? Member Sorensen stated the following: in fact we do. This project will tap us out for the remainder of 2007. You may notice in the Resolution that the Finance Committee specifically recommended this authorization only through December 31, 2007 which means that we are putting handcuffs on voluntarily in terms of our ability to issue debt for the remainder of 2007 and then in 2008 we have authority again. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, stated the following:

RESOLUTION OF THE McLEAN COUNTY BOARD AMENDING THE
FY'2007 FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION
GENERAL FUND 0001, STATES ATTORNEY'S OFFICE

WHEREAS, the McLean County Board adopted the FY'2007 Funded Full-Time Equivalent Positions (FTE) Resolution on November 21, 2006 which became effective on January 1, 2007; and,

WHEREAS, the Fiscal Year 2007 Adopted Budget appropriated funds to add 0.50 FTE Office Support Specialist I in the States Attorney's Office beginning July 1, 2007; and,

WHEREAS, the State's Attorney has determined that an additional 0.25 FTE Assistant States Attorney II is needed to address the increasing caseload in the Traffic Division; and,

WHEREAS, the State's Attorney has recommended that the funds appropriated for the 0.50 FTE Office Support Specialist I be used to fund the 0.25 FTE Assistant States Attorney and that the 0.50 FTE Office Support Specialist I be deleted; and,

WHEREAS, the Finance Committee, at its regular meeting on June 5, 2007, recommended approval of this amendment to the FY'2007 Funded Full-Time Equivalent Positions Resolution; now, therefore,


BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the FY'2007 Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0020-0019	4	0503.0011 (full-time) Office Support Specialist I	5.50	(0.50)	5.00
0001-0020-0019	11	0503.1106 (full-time) Assistant State's Attorney II	<u>4.00</u>	<u>0.25</u>	<u>4.25</u>
TOTAL			9.50	(0.25)	9.25


BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois that the County Clerk is hereby directed to provide a certified copy of this Resolution to the States Attorney's Office, the County Treasurer, and the County Administrator's Office.

ADOPTED by the McLean County Board this 19th day of June, 2007.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

**McLean County State's Attorney's Office
Proposed Reorganization
Fund 0001, Department 0020, Program 0019**

2007 Proposal

FTE	Class	Grade	Title	Step	Rate	
0.25	1106	11	Assistant State's Attorney II	1	23.5548	\$ 11,482.97
0.50	0011	04	Office Support Specialist I	1	11.8893	\$ 11,592.07

2007 Difference: \$ 109.10

2008 Impact:

FTE	Class	Grade	Title	Step	Rate (1.030)	
1.00	1106	11	Assistant State's Attorney II	1	24.261444	\$ 47,309.82
1.00	0011	04	Office Support Specialist I	1	12.245979	\$ 23,879.66

2008 Difference: \$23,430.16

Members Sorensen/Moss moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Amending the FY'2007 Funded Full-Time Equivalent Positions Resolution General Fund 0001, State's Attorneys Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, stated the following:

RESOLUTION OF THE McLEAN COUNTY BOARD AUTHORIZING THE
EMERGENCY TELEPHONE SYSTEMS BOARD
AND THE
METRO McLEAN CENTRALIZED COMMUNICATIONS CENTER
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY
UNDER THE McLEAN COUNTY PERSONNEL ORDINANCE AND POLICY

WHEREAS, pursuant to the Fiscal Year 2007 Adopted Budget for the Metro McLean County Centralized Communications Center (Metcom), and the adopted budget of the Emergency Telephone Systems Board (ETSB), each organization had their own separate chief administrative official; and,

WHEREAS, the MetCom Operations Board and the ETSB Board have agreed to combine the duties and responsibilities to manage both agencies into a single position; and,

WHEREAS, MetCom and ETSB have proposed a compensation package to the current Metcom Director; and,

WHEREAS, Metcom and ETSB have further agreed to share the expense of the combined position, resulting in salary savings to both organizations; and

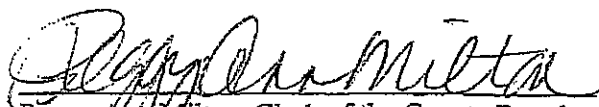
WHEREAS, the Finance Committee, at its regular meeting on June 5, 2007, approved the request of the MetCom Operations Board and the ETSB to offer a salary above the starting maximum salary under the McLean County Personnel Ordinance and Policy; now, therefore,

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


- (1) That the Metcom Operations Board is hereby authorized to offer a salary at Grade 13, Step 74 for the combined position of ETSB/Metcom Director, which is above the starting maximum salary permitted under the McLean County Personnel Ordinance and Policy, in order to be able to achieve overall savings and improved coordination of operations between the two organizations.
- (2) That the Chairman of the Metcom Operations Board and the Chairman of the ETSB are 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 Chairman of ETSB and the Chairman of the Metcom Operations Board, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 19th day of June, 2007.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

**Proposed Salary Adjustment
Combined MMCCC/ETSB Director**

Current	Grade	Step	Rate	Salary
Metcom Director	13	56	36.3413	\$75,590
ETSB Coordinator (vacant)	12	62	27.9412	<u>\$58,118</u>
Total Cost				\$133,708
Proposed				
Metcom Director	13	74	38.9074	\$80,927
Metcom Allocation	80% Time			\$64,742
ETSB Allocation	20% Time			<u>\$16,185</u>
Metcom Savings				\$10,848
ETSB Savings				<u>\$41,932</u>
Total Savings				\$52,780

Members Sorensen/Renner moved the County Board approve a Request for Approval of a Resolution Authorizing the Emergency Telephone Systems Board and the Metro McLean County Centralized Communications Center to Offer a Salary above the Starting Maximum Salary under the Personnel Ordinance and Policy – County Administrator’s Office. Member Sorensen stated the following: I can’t say enough good things about the County Administrator’s office, Tony Cannon, and Deputy Jeff Thompson. Although we are going above our typical hiring rate, we are consolidating two management positions into a single position and saving \$58,000 a year, in no small part due to the hard work of Deputy Thompson and Tony Cannon helping to coordinate those jobs into one. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, stated the following:

RESOLUTION of the McLEAN COUNTY BOARD
APPROVING the CDAP REVOLVING LOAN APPLICATION
SUBMITTED BY DESTIHL, LLC

WHEREAS, in cooperation with the State of Illinois Department of Commerce and Economic Opportunity (the "DCEO") and the Economic Development Council of Bloomington-Normal, McLean County, the McLean County Board (the "Board") administers and oversees a Community Development Assistance Program (the "CDAP") Revolving Loan Fund program; and,

WHEREAS, the purpose of the CDAP Revolving Loan Fund program is to provide low interest loans to a new and/or existing business in order to encourage economic development within the County and, thereby, create job opportunities for low and moderate income individuals; and,

WHEREAS, the Finance Committee of the County Board reviewed and recommended approval of a CDAP Revolving Loan application in the amount of \$225,000.00 submitted by Gridiron Brew Works, LLC, an independent, private business, that plans to locate a new restaurant and microbrewery at the Shoppes at College Hills, 318 South Towanda Avenue, Normal, Illinois; and,

WHEREAS, since the County Board approved the CDAP Revolving Loan application submitted by Gridiron Brew Works, LLC, the applicant has changed its name to DESTIHL, LLC, and has expanded the size and scope of the new restaurant and microbrewery; and,

WHEREAS, DESTIHL, LLC, has submitted an updated CDAP Revolving Loan application to the Economic Development Council of Bloomington-Normal-McLean County seeking additional funding for this project; and,

WHEREAS, pursuant to the CDAP program regulations of the DCEO and the adopted CDAP guidelines of the County Board, the CDAP Revolving Loan application submitted by DESTIHL, LLC meets the requirements of the DCEO and the County Board; and,

WHEREAS, the closing and payout of the CDAP loan for the proposed DESTIHL, LLC is subject to final approval and underwriting of an SBA loan and commercial bank loan to be provided by Busey Bank; and,

WHEREAS, the Finance Committee of the County Board, at a Special Committee meeting on Tuesday, June 19, 2007, has reviewed and recommended approval of a CDAP Revolving Loan application in the amount of \$350,000.00 submitted by DESTIHL, LLC, an independent, private business, that plans to locate a new restaurant and microbrewery at the Shoppes at College Hills, 318 South Towanda Avenue, Normal, Illinois; and,

(2)

WHEREAS, the Finance Committee, at its special meeting on Tuesday, June 19, 2007, recommended approval of the closing and payout of the CDAP loan for DESTIHL, LLC, subject to the following conditions: (1) a personal guaranty to be provided by the General Partner of Brewpub Holdings LLC; (2) the successful sale of the private equity shares; and (3) final approval and underwriting of an SBA loan and commercial bank loan to be provided by Busey Bank; now, therefore,

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

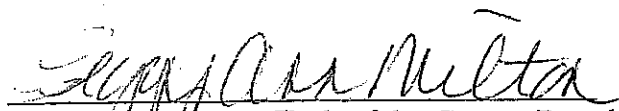
- (1) The McLean County Board hereby approves the CDAP Revolving Loan application submitted by DESTIHL, LLC, an independent, private entrepreneur, who is seeking approval of a \$350,000.00 CDAP loan to locate a new restaurant and microbrewery at the Shoppes at College Hills, 318 South Towanda Avenue, Normal, Illinois.
- (2) The McLean County Board hereby approves the closing and payout of the CDAP loan for the DESTIHL, LLC, subject to the following terms and conditions: (1) the interest rate on the loan shall be 6% and the term of the loan shall be five years with a balloon payment due at the end of the term; (2) the borrower may apply to renegotiate the repayment terms of the loan during year five of the repayment schedule; (3) the amortization schedule for calculating the monthly payment due shall be 15 years.
- (2) The McLean County Board hereby approves the closing and payout of the CDAP loan for the DESTIHL, LLC, subject to the following conditions: (1) a personal guaranty to be provided by the General Partner of Brewpub Holdings, LLLP; (2) additional security for the County on the loan shall include: third position on the land and building improvements, second position on the inventories, accounts receivable, and furniture, fixtures and equipment, and a mortgage lien on the personal residence of the General Partner of Brewpub Holdings LLC; (3) the successful sale of the private equity shares; and (4) final approval and underwriting of an SBA loan and commercial bank loan to be provided by Busey Bank
- (3) The McLean County Board hereby requests that a certified copy of this Resolution be forwarded to the Chief Executive Officer, Economic Development Council of Bloomington-Normal, McLean County, the County Treasurer, the First Civil Assistant State's Attorney, and the County Administrator.

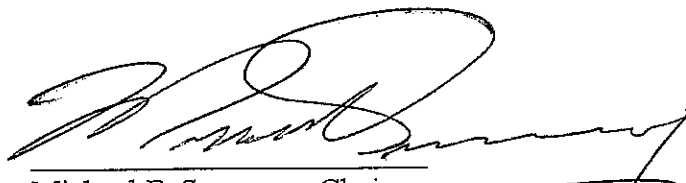
(3)

ADOPTED by the McLean County Board this 19th day of June, 2007.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

TERM SHEET

CDAP LOAN APPLICATION REQUEST

Applicant: DESTIHL, LLP
Shoppes at College Hills
Normal, Illinois 61761
Brew Pub Holdings LLLP, Applicant
Matthew Potts, General Partner and Manager

Financing Requested: CDAP Loan through McLean County

Type of Business: Micro-Brewery and Restaurant

Location of Business: Shoppes at College Hills
301 South Veterans Parkway
Normal, Illinois 61761

Principal Amount of Loan: \$350,000.00

Term of Loan: 5 Years with Balloon Payment

Interest Rate: 6.0% fixed

Security for the Loan: Personal Guaranty of General Partner and Manager
UCC 1 – Second Position on the Inventory, Accounts Receivable and Furnishings, Fixtures and Equipment
Third Position on Land and Building
Lien on Mortgage on Personal Residence of General Partner and Manager

Amortization Schedule: 15 Years
Monthly Payment due on the first day of the month beginning 30 days after the closing date of the Loan

Number of New Jobs Created and/or Jobs Retained: 45 permanent FTE jobs to be created within 12 months

Loan Application Review Completed by: Credit Committee of the CDAP Revolving Loan Fund, Economic Development Council, Bloomington-Normal-McLean County



ECONOMIC DEVELOPMENT COUNCIL
OF THE BLOOMINGTON-NORMAL AREA

To: McLean County Finance Committee
John Zeunik, McLean County Administrator

From: Marty Vanags, CEO/EDC
RLF Administrator

Re: Loan Application from DESTIHL

Date: May 31, 2007

On May 24, 2007 the Credit committee of the County Revolving Loan Fund reviewed an application submitted by DESTIHL, LLC. Formerly known as Gridiron Brew-works, the company is in the process of building a new restaurant on the grounds of the Shoppes at College Hills. In April of 2006, the McLean County Board approved a loan for \$225,000 from the RLF for this project. As the size and scope of the project has grown, the company has come back to seek additional funds. Their request to the credit committee was for an additional \$275,000 for a total loan of \$500,000.

Loan Criteria

The applicant meets the mission of the loan program. The mission of the loan fund is to:

- Assist short term economic development by creating and retaining jobs.
- Encourage involvement of area financial institutions.
- Assist long term economic development by increasing the tax base and helping to expand the economy.
- Insure financial security of the Fund through appropriate use.

In addition the applicant meets the loan-to-job criteria of \$15,000 for every full time equivalent job created or retained. The company plans to create 45 full time equivalent jobs which is more than required ($\$500,000/\$15,000 = 33$ FTE).

Summary

Approval of the loan is critical for the applicant in that it coincides with previous approvals by the SBA and their 504 loan program, and the Busey Bank Loan. Since the County's previous approval, the applicant has also raised an additional \$1.2 million in private equity. Raising this equity was a condition of the previous approval by the County as well as Busey Bank.

Credit Committee Recommendation

After a presentation by the applicant, review of criteria, and review of credit risks and project success it was the recommendation of the credit committee that the following additional loan be considered and approved by the County:

Initial Loan Amount (approved 2006)	\$225,000
Additional Loan Amount	<u>\$125,000</u>
Total Loan	\$350,000

Term:	5 years w/balloon
Amortization:	15 years
Interest Rate:	6%
Security:	3 rd position on Land & Building 2 nd position on Inventories A/R, FF&E Personal Guarantee Mortgage on personal residence

The credit committee was consisted of:

John Zeunik, County Administrator, Rebecca C. McNeil, County Treasurer, Nick Moran, Vice President Commerce Bank, Steve Timmerman, Vice President, First Farmers State Bank, and Marty Vanags, CEO of the EDC. Should you have any questions regarding this matter please feel free to contact me.

Members Sorensen/Harding moved the County Board approve a Request for Approval of Resolution of the McLean County Board Approving the CDAP Revolving Loan Application Submitted by DESTIHL, LLC. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, stated the following:

AGREEMENT BETWEEN McLEAN COUNTY BOARD
AND LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA LOCAL #362

Effective January 1, 2007 to December 31, 2009

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PREAMBLE

This Agreement is entered into between the McLean County Board, on behalf of the County of McLean, a body politic and corporate, and the Laborers' International Union of North American Local #362 (hereinafter referred to as the "Union").

It is the purpose of this Agreement and the intent of the parties to establish harmonious understandings and relationships between the Employer and the union; to promote efficiency and effectiveness; and to establish wages, hours and other conditions of employment for the employees covered by this Agreement. Therefore, the parties agree, by their duly authorized agents to comply with the terms set forth in the following pages for the specified terms of this Agreement.

ARTICLE 1
RECOGNITION

Section 1

The Employer recognizes the Union as the exclusive Bargaining Representative of the persons employed by the Metro McLean County Centralized Communication Center (Metcom), McLean County, Illinois, in the following job title:

Telecommunicator

and for such successor or replacement titles as may from time-to-time be designated. The Emergency Communications Supervisor is not a member of the Bargaining Unit.

Section 2

The Employer recognizes the Union for purposes of bargaining for the employees covered by this Agreement with respect to wages, hours, and other conditions of employment.

Section 3

Metcom agrees that it will not hire permanent part-time employees to perform bargaining unit work.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1

It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the County which are not specifically limited by the express language of this Agreement are retained by the County provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE 3
NO STRIKE - NO LOCKOUT

Section 1 Commitment

The Union, its officers, staff, members, and any employee covered by this Agreement shall not call, institute, authorize, participate in, sanction, encourage or ratify any strike activity, work stoppage or engage in any other concerted activity to cause any person to interfere with the Employer's operations, activities or fulfillment of the Employer's mission, in whole or in part, for any reason during the term of this Agreement. Neither the Employer nor its agent(s) shall for any reason(s) authorize, institute, aid or promote any lockout of employees covered by this Agreement during the term of this Agreement.

Section 2 Penalties

Any employee who violates the prohibitions of Article 3, Section 1, shall be subject to immediate disciplinary action, which may include discharge for such activity.

Section 3 Resumption of Operations

In the event of any action prohibited by Article 3, Section 1, the Union immediately shall publicly disavow such action and request the offenders to return to work, and shall use it's best efforts to achieve a prompt resumption of normal operations. The Union, including it's officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Article.

ARTICLE 4
NON-DISCRIMINATION

Section 1

Neither the Employer nor the Union shall discriminate against any employee on the basis of race, color, gender, religion, national origin, union membership, age, physical or mental handicaps, marital status or political affiliation and/or beliefs.

Section 2

The Employer and the Union shall adhere to all State and Federal laws relating to affirmative action principles and equal opportunity employment.

Section 3

It is agreed that wherever the masculine pronoun is used in this Agreement, it is used in its generic sense and refers to all employees, regardless of gender.

ARTICLE 5
RATES OF PAY

Rates of pay for the duration of this contract shall be in accordance with Appendix A.

(a) Probationary Employees

Newly hired employees shall remain at the first rate until successful completion of a one year probation period, and then be compensated at the second rate unless probation has been extended.

(b) Once an employee has reached the second rate, he shall remain at that step and each successive step on the salary schedule for one year, except for any loss of service credit as provided elsewhere in this agreement.

(c) All changes in rates of pay shall be effective on the first day of the pay period which begins on or after the date of the employee's eligibility.

(d) Employees shall be paid at their appropriate step as indicated on Appendix A.

(e) Employees who are at the top of the pay range will continue to receive the annual increase on the first pay period of each contract year for the duration of this contract.

(f) Annual wage adjustments and effective dates shall be as follows:

2007-December 24,2006	\$0.60 per hour
2008-December 23,2007	\$0.60 per hour
2009-December 22,2008	\$0.60 per hour

All wage rates are shown on Appendix A of this agreement.

- (g) Telecommunicators who are assigned to training duty shall receive one (1) hour of pay at their appropriate rate for every day assigned to training duty.

- (h) Telecommunicators who are assigned as acting supervisor(s) shall receive ten (10) percent in addition to their regular pay rate.

- (i) Shift differential. A shift differential of fifty cents (\$.50) per hour will be paid for second (3:00 p.m. – 11:00 p.m.) and third (11:00 p.m. – 7:00 a.m.) shifts. The shift differential shall be paid for any employee who is working the shifts defined above to include voluntary, mandatory overtime or a trade.

ARTICLE 6
UNION SECURITY CLAUSE

Employees who elect to join the Union shall pay dues for the duration of this contract. Those employees electing not to become members of the Union will be under no obligation to do so. They may, however, join the Union at any time. All employees are free to resign from the Union during the thirty (30) day period immediately preceding the expiration of this Collective Bargaining Agreement.

ARTICLE 7
DUES CHECKOFF

The Union will provide the Employer with completed authorization cards for each employee who has elected to become a member of the Union and to have the employee's dues deducted from the employee's paycheck, pursuant to the completed Authorization for Payroll Deduction Form as shown on page 11 of this agreement. Periodic dues will be withheld by the Employer beginning with the pay period immediately following receipt of the authorization cards. On a monthly basis, the Employer will remit to the Union dues withheld.

Such payroll deduction will continue unless the employee withdraws his authorization, is no longer in this Bargaining Unit or has net earnings less than the amount of the dues deductions.

The Union agrees to indemnify and hold harmless the Employer against any and all claims, suits, orders or judgment arising as a result of any action taken or not taken by the County under the provisions of this Article.

AUTHORIZATION FOR PAYROLL DEDUCTION

To: McLean County Treasurer

I, _____, hereby request and authorize you to deduct from my earnings the monthly Union membership dues established by Laborers' International Union, Local #362, Metcom Unit #9. I authorize and direct you to deduct one-half of said membership dues from each of my first two bi-weekly paychecks each month after the date this assignment is delivered to you and to remit same to the Treasurer of Laborers' International Union, Local #362.

This authorization and direction shall become operative on the date it is delivered to you and may be revoked in writing within the last thirty (30) days of my contract year or as otherwise provided by law or in the relevant Labor Agreement.

_____	_____
Print Name	Social Security Number
_____	_____
Address	City, State, Zip
_____	_____
Signature	Date

ARTICLE 8
APPROVED LEAVE

Section 1a Military Leave: An employee who is a member of a reserve component of the Armed Services or the Illinois National Guard shall be granted training leave. The County shall continue to pay the employee's base salary for two (2) work weeks per calendar year. This two week military training leave shall be granted without the loss of seniority. The employee shall have the option of keeping his military training pay and foregoing payment by the County; however, if he elects to receive his salary from the County for that period of leave, he must endorse over to the County his payment received from the Armed Service or National Guard.

Section 1b All other military leave(s) shall be in accordance with State and Federal law.

Section 2 Jury Duty and Other Non-Work Related Court Appearances

Upon notice to the Department Head, employees shall be permitted authorized absence from duty for appearance in court because of jury service or by direction of proper authority.

- (a) Said absence from duty will be with full pay each regular scheduled work day the employee serves on jury duty.
- (b) Attendance in court in connection with an employee's official usual duty or subpoenaed in connection with a case in which Metcom is a party shall not be considered absence from duty within the meaning of this policy. Court appearances in connection with an employee's official usual duty outside the employee's regularly scheduled work hours will be

compensated at a minimum of two (2) hours at the appropriate overtime rate. For such appearances outside the Bloomington-Normal area, travel time will also be compensated.

- (c) Nothing in this Agreement shall require the Employer to pay wages to employees engaged in litigation against the Employer. Such employee shall not be paid, unless they are allowed the use of appropriate approved paid leave, as for any personal business.

Section 3 Worker's Compensation Leave

- (a) Any employee who suffers an injury or occupational disease as a result of a work connected accident or condition shall be entitled to Worker's Compensation as provided by statute.
- (b) For a period of Temporary Total Disability from work lasting three (3) days or less, the employee may use TOPS time or reserve time, if needed, according to the provisions of the TOPS program.
- (c) McLean County will continue to pay benefit insurance premiums for the employee for the period of short-term disability subject to FMLA.
- (d) The Employer will return the employee to the position originally held at the advent of leave if the absence is for a period of ninety (90) days or less. This time period may be extended only with the approval of the Department Head.

Section 4 Disability Leave for Off-The-Job Injury or Illness/Personal Leave

- (a) Any employee who suffers from an off-job injury or illness, and who requires extended leave, may elect to apply ordinary TOPS time or reserve time according to the provisions of the TOPS program.
- (b) Any employee who suffers from an off-job injury or illness, including pregnancy-related disability, and who has exhausted all benefit time which may be used for sick leave must request an unpaid leave of absence within five (5) working days of the exhaustion of sick leave benefits. This request must be in writing and include a statement provided by the employee's physician as to the nature of the disability and the approximate length of time needed for the leave. The Employer reserves the right to verify the employee's disability by relying upon the decision of an impartial physician, with the costs of any such examination borne by the Employer.
- (c) Leave(s) of absence without pay under this Section may not exceed a total of six (6) months. During the first three (3) months of any such leave, the employee is guaranteed his former position with no loss of seniority; beyond that he is guaranteed the first available opening in the Bargaining Unit for which he is qualified.
- (d) The granting of leave under this Section shall be at the discretion of the Department Head, taking into account such factors as the employee's length of service and record of availability for regularly scheduled hours of work for the department.
- (e) If due to an illness or injury an employee is temporarily not able to perform normal Telecommunicator duties, the employer shall make reasonable efforts to identify an alternative assignment that the employee would be able to perform.

Section 5 FMLA and ADA

The Employer and the Union agree to adhere to the provisions of the Family and Medical Leave Act (FMLA) and the Americans with Disabilities Act (ADA).

Section 6 Funeral Leave

An employee may be absent with pay for a period of either one (1), two (2), or three (3) days due to a death in the immediate family. A member of the immediate family shall be defined as an employee's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents (including spouse's grandparents) or grandchildren. The Director may grant additional time off and may grant time off for bereavement in circumstances not specifically enumerated above.

ARTICLE 9
SICK LEAVE

Section 1 It is the policy of McLean County to provide protection for employees against loss of income because of illness.

Section 2 Legitimate use of sick leave includes the illness of the employee or one of his or her immediate family when such family illness requires the employee's assistance. An employee's immediate family shall be defined as an employee's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild. Use of sick leave for the immediate family shall be limited to the use of TOPS time (not Reserve time).

Section 3 An employee requesting TOPS time or Reserve time for sickness shall inform his immediate supervisor of the facts and the reasons for absence as soon as possible, in any event, at least one hour prior to the beginning of the employee's shift.

Section 4 Employees who are unable to return to work upon expiration of authorized benefit time must request a leave of absence without pay.

Section 5 Pregnancy leave may be charged to TOPS time or Reserve time in accordance with the provisions of the TOPS program.

Section 6 An employee off due to personal sickness or injury for three consecutive days or longer shall present to his or her supervisor a doctor's

authorization to return to duty. The Employer reserves the right to verify the employee's ability to return to work by relying upon the decision of an impartial physician, with the costs of any such examination borne by the Employer.

Section 7 A perfect attendance bonus equal to two (2) day's pay at the employee's appropriate wage will be given to each employee who has had perfect attendance in a calendar year, which means no absences from regular or overtime shifts, whether voluntary or mandatory, and no tardiness. An approved leave, other than TOPS used for sick, is not counted as an absence.

ARTICLE 10
PROBATION

Section 1 A person newly hired shall be on probation for twelve (12) months. New hires on probation may be dismissed during the first one hundred twenty (120) days of employment without right of grievance appeal. Thereafter during the probationary period, they shall have the right to grieve disciplinary actions and other kinds of alleged violations of this Agreement, with such grievance not being subject to arbitration.

Section 2 The employer may extend the employee's probation beyond the twelve (12) months with compensation remaining at the first step of pay. (Excluding approved TOPS days.)

ARTICLE 11
GRIEVANCE PROCEDURE

Section 1 Definition

A grievance shall mean a written complaint by a member of the Bargaining Unit that there has been an alleged violation, misinterpretation or misapplication of the specific provisions of this Agreement, provided that the layoff or discharge of a newly-hired probationary employee shall not be a subject for arbitration (see Article 10 for probationary employees).

Section 2 Purpose

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solution to valid grievances which may arise.

Section 3 Representation

The grievant has the right to representation of choice in the grievance procedure and for any meeting that the grievant reasonably believes might lead to discipline. The grievant shall be present at all grievance steps unless the Employer, Union and the grievant mutually agree that the grievant's presence is not desirable or necessary. Illness or incapacity of any party to a grievance shall be grounds for any necessary extension of grievance procedure time limits. Attendance at such meetings by employee grievant or employee union representative shall be unpaid. Pay shall not be withheld if said meeting is scheduled by the immediate Supervisor, Assistant Director or Director during the grievant's and/or the steward's working hours.

Section 4 Time Limits

A grievance must be filed within ten (10) calendar days of the occurrence of the event that gave rise to the grievance. The number of days indicated at each step

in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible.

Section 5 Procedures

The parties acknowledge that it is usually most desirable for a grievant and the grievant's immediate supervisor to resolve problems through informal and free communications. If, however, the informal process fails to satisfy the grievant, a grievance may be processed in the following manner and the grievant may be accompanied by a representative of choice.

Step 1

The grievant or the Union shall file the grievance in writing using the attached form (Appendix C) with the immediate Supervisor, who shall certify by signature the date the grievance was received. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement that are applicable and shall state the remedy requested. The Supervisor shall arrange for a meeting to take place with the grievant within ten (10) calendar days after receipt of the grievance. The Supervisor shall make the decision on the grievance and communicate it in writing to grievant within five (5) calendar days of the meeting.

Step 2

In the event a grievance has not been satisfactorily resolved at Step 1, the grievant may present the grievance within ten (10) calendar days to the Assistant Director or Designee, who will follow the same provisions as established in Step 1.

Step 3

In the event a grievance has not been satisfactorily resolved at Step 2, the grievant may present the grievance within ten (10) days to the Director or his Designee, who will follow the same provisions as established in Step 1.

Grievances involving a suspension or discharge are grievable directly to Step 3. Employees shall have the right to make comments on any form that is going to be placed in their personnel file.

Employees in the presence of the Director or designee may review their own individual personnel files. Requests to remove items must be in writing to the Director. Written reprimands will be removed from personnel files after one (1) year from the date of reprimand if no other occurrences of the same nature happen within that year. Suspensions will be removed from personnel files after two (2) years from the date of reprimand if no other occurrences of the same nature happen within the two-year period.

Step 4

If the grievance is not satisfactorily resolved at Step 3 the Union may proceed to binding arbitration. The Union shall submit a written request to enter into binding arbitration. If this request is not filed within ten (10) calendar days of receipt of the Step 3 decision, then the grievance shall be deemed withdrawn.

The procedures of arbitration are set forth in Section 6 of this Article.

Section 6 Arbitration Procedures

Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by Federal Mediation and Conciliation Service. Within seven (7) days after either party requests binding arbitration, the two parties will request the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one person at a time from the panel until only one person shall remain. The remaining person shall be the arbitrator. Expenses of the arbitrator's services and court reporter shall be borne equally by the Employer and the Union.

The arbitrator shall not amend, modify, nullify, ignore, subtract or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Employer and the Union, and his decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

Section 7 Timely Filing/Timely Response

The grievant may advance the grievance to the next step in the grievance procedures whenever the Employer fails to file the response to the grievance within the number of days set forth in Section 5.

ARTICLE 12

UNIFORMS

Bargaining Unit Employees shall wear contemporary business casual apparel while attending training classes (unless class type requires other apparel), whenever representing Metcom, and whenever official visitors are scheduled to be on premises. Contemporary business casual apparel is clothing which is comfortable, yet always looks neat and professional. A relaxed casual standard shall be acceptable in all other circumstances and when forty-eight (48) hours' notice is not given that other attire may be required. Listed below are examples of attire not appropriate for our business environment.

Inappropriate Dress includes:

- T-shirts or Sweatshirts with questionable slogans/insignias
- Provocative Clothing
- Open-toed Shoes or Sandals
- Bare Feet
- Tube Tops
- Spaghetti-Strap Dresses or Tops
- Sweatpants
- Sweat Suits/Warm-Up Suits
- Spandex
- Short Shorts
- Pants of any type that are ripped or torn
- Hats, including all head apparel

ARTICLE 13
HOURS OF WORK

Section 1 Shifts will consist of eight (8) hours a day with hours the same each day, five (5) consecutive days with two (2) consecutive days off. Shifts shall remain the same for the duration of the contract.

Current Shifts

1st Shift 7:00 a.m. – 3:00 p.m.

2nd Shift 3:00 p.m. – 11:00 p.m.

3rd shift 11:00 p.m. – 7:00 a.m.

Section 2 Meal Breaks

Bargaining Unit Employees are allowed one daily paid meal break of thirty (30) minutes during their shift. If the meal break is canceled, they will be compensated for thirty (30) minutes pay at the appropriate overtime rate. If an employee is required to work or volunteers to work more than twelve (12) consecutive hours, an additional thirty (30) minute meal break will be allowed.

Section 3 Work Breaks

Bargaining Unit Employees shall be allowed to take one work break every four (4) hours of work. Breaks cannot be taken at the beginning or end of each shift or lunch break.

Section 4 Bargaining Unit Employees shall have the right to trade shifts on a short-term basis with a twenty-four (24) hour's prior written notice to management. It shall be at the supervisor's discretion if the trade is to be less than twenty-four (24) hours.

Trade Policy

A trade is defined as an agreement between Telecommunicators in which a Telecommunicator(s) works a shift for another Telecommunicator. The Telecommunicator scheduled to work will be paid their regular pay while the Telecommunicator that works the shift for the other does not receive pay but instead has an agreement that the other will work a shift for them at another date. Trade hours are the sole responsibility of the parties involved in the trade. Disputes over repayment of hours owed to/by another person will not be resolved by Metcom Management.

(A) Trade LESS than 2 Weeks Notice

- (1) TC "A" is scheduled for their regular shift and performs a trade with TC "B" and TC "A" is due to be held over following the regularly scheduled shift. TC "B", who is working for TC "A", will be held over and TC "B" will be given the hold over credit and be paid for the overtime.
- (2) If TC "B" is already scheduled to work the following shift or will be worked more than 16 hours without an eight hour break:
 - (a) TC "A" will be contacted and told to come back to work and will be given the hold over credit and pay.
 - (b) If unable to contact TC "A" the next Telecommunicator will be held over and that Telecommunicator will be given the hold over credit and pay.
- (3) TC "B", who has worked as TC "A", works their regularly scheduled eight hour shift, learns there is a hold over after their scheduled shift. TC "B" will be recognized for having worked the hours for TC "A" and TC "B" will be placed in consideration with all the Telecommunicators presently working and the Telecommunicator to be held over will follow the Hold Over Policy Criteria.

(B) Trade More than 2 Weeks Notice

- (1) TC "A" is scheduled for their regular shift and performs a trade with TC "B" and an overtime slot is available.
 - (a) TC "A" is not considered for the hold over or to be paid for the overtime.
 - (b) All Telecommunicators who are presently working will be considered for the overtime slot using the Hold Over Policy Criteria.

Section 5 Employees may be temporarily changed from one shift to another in the event of extended absences, i.e. illness, training or resignations (fifteen (15) days for one absent employee; seven (7) days if two or more absent employees). In such event, the Employer will seek volunteers. Absent sufficient volunteers, such shift changes will be made in reverse order of seniority on a rotating basis and shall not exceed fourteen (14) calendar days (excluding unqualified probationary employees). An employee will not be required to change more than twice a year. These temporary transfers will not affect approved TOPS time off.

Section 6 Employees may be assigned to an irregular shift for training.

ARTICLE 14
HOURS & OVERTIME

Section 1 Overtime will be paid at the rate of one and one-half (1 ½) times the employee's regular rate for hours paid in excess of eight (8) hours a day or forty (40) hours per week. Mandatory overtime in excess of twelve (12) consecutive hours will be paid at two (2) times the employee's regular rate of pay. The work week will be five (5) consecutive days followed by two (2) days off. The work week, for purpose of pay, shall run from Sunday through Saturday.

Section 2 If an employee is scheduled for overtime and is informed by current technology (home phone, cell phone, county email, or any new technology that may be created during the contract duration) that the overtime slot is already filled or the overtime is no longer needed and there is less than twenty-four (24) hours notice given of the scheduled overtime, the employee will be given two (2) options:

- 1) To work the scheduled overtime and be paid at the appropriate overtime rate.
- 2) To be paid two (2) hours at the appropriate overtime rate and allowed to return home. (If employee has already showed up for work.)

Section 3 Overtime Procedure

Scheduled Overtime

- (a) Scheduled Overtime is overtime that is created as a result of the vacation bid process or any other advance knowledge of staffing shortages prior to the 15th of each month. Scheduled overtime will be done by Bargaining Unit Seniority, however, once notified by

current technology (home phone, cell phone, county email, or any new technology that may be created during the contract duration) the Telecommunicator has twenty-four (24) hours to sign before proceeding to the next senior Telecommunicator. If the Telecommunicator does not respond within the 24 hour time frame but does respond after being skipped, that Telecommunicator will be able to bid at the time mutual communication was made and this will not affect the bid process that was performed previously. No limit will be placed on the number of shifts a Telecommunicator can sign up for.

- (b) Management will not start the mandatory overtime procedure until a maximum of forty-eight (48) hours prior to an open shift.

Non-Scheduled Overtime

- (a) Non-Scheduled Overtime is created by ad hoc requests or to cover short-term illness.
- (b) Ad Hoc Requests are covered by the TOPS Bidding Procedure, Section E.
- (c) Short Term Illness is covered by the Mandatory/Sick Call/Emergency Overtime Procedure.

Mandatory/Sick Call/Emergency Overtime Procedure

- (a) Ask on duty staff by seniority
- (b) For non-scheduled overtime, other than ad hoc requests, call or page off-duty personnel to obtain a volunteer by seniority.

- (c) If no volunteers are obtained for the first four (4) hours of the open shift, the supervisor will assign an on-duty employee to remain on an overtime status based on the Mandatory Hold Over Policy listed in section (d) below. If no volunteers are obtained for the last four (4) hours of the open shift, the supervisor will use the on-call procedure.

- (d) Mandatory Hold Over Policy
 - (1) All TCs will be put onto one list and of all the TCs working on a shift the one with the least number of holdovers, using the criteria below, will be the TC held over if there is an open slot on the following shift. In the event there are two or more TCs with the same number of holdovers, then the holdover will go to the TC with the least seniority.

 - (2) TCs scheduled for twelve (12) hours in their 24 hour clock will be used only as a last resort when all other options have been exhausted.

 - (3) If a TC is scheduled for vacation to start they will not be held. Any concurrent days off, whether those days off are at the beginning or end of their regular days off, will be considered as part of that TCs vacation time.

 - (4) If a TC has a doctor's appointment and management was given a minimum of one week notice of said doctor's appointment, then the TC will not be held over.

- (5) If a TC is working overtime on their day off, they will continue to be used only as a last resort when all other TCs on shift have worked 12 hours.
- (6) TCs on page will only be held over when all other options have been exhausted.
- (e) If overtime is created during a shift but earlier than the allowed pager time, administration will go through the voluntary overtime list to try and fill all the available time. If after going through the voluntary list and all the available time is not filled, the on call procedure will not apply and the pager person, from the next shift, will be paged in to work at the appropriate overtime pay rate.
- (f) Tardy
A tardy is defined as anytime after scheduled shift is supposed to begin. Any Telecommunicator that is held over for reason of tardiness of another Telecommunicator will be given a hold over credit if their relief is not present and prepared to perform their duties by seven (7) minutes after the scheduled shift. The Telecommunicator with the hold over will be paid in 15 minute increments of overtime and the Telecommunicator that is tardy will be docked in 15 minute increments of pay. Any employee who is tardy due to inclement weather will not be charged with a tardy if reasonable effort was made to arrive to work on time.

On-Call Procedure

- (a) There shall be three (3) on-call personnel at all times, one from each shift. Pagers and pager maintenance will be provided for employees on call.

- (b) Telecommunicators who are assigned to be on-call have fifteen (15) minutes to respond to the page. They shall be paid one-half (1/2) hour of overtime pay at their appropriate rate for every day assigned on their normal work day, and one (1) hour of overtime pay on their scheduled days off. No pager pay will occur when they are unable to respond on their assigned days.
- (c) On-call weeks will be bid by seniority during the bid process, one week at a time and, once notified by current technology (home phone, cell phone, county email or any new technology that may be created during the contract duration), the Telecommunicator has twenty-four (24) hours to sign before proceeding to the next senior Telecommunicator. If the Telecommunicator does not respond within the twenty-four (24) hour time frame but does respond after being skipped, that Telecommunicator will be able to bid at the time mutual communication was made and this will not affect the bid process that was performed previously.
- (d) An on-call week shall begin at 2300 hours on Saturday and will end on the following Saturday at 2259 hours.
- (e) On-call personnel will only be used for the four (4) hours prior to that person's shift during the employee's normal work days. For the employee's days off they will only be used for the four (4) hours prior to that person's shift and for the last four (4) hours of their shift.
- (f) On-call personnel will not be allowed to work any volunteer overtime, and will be exempt from Section C of the mandatory overtime procedure and will be prohibited from trading shifts as defined in Article 13, Section 4.

- (g) Telecommunicators will be allowed to trade on-call days within the same shift.

- (h) If an on-call week becomes available due to illness or vacancy during the bid cycle, the open week will be filled by following steps (1), (2) and (3) below. If less than an entire week becomes available, the open days will be filled by following steps (2) and (3) below. Vacation days and overtime already scheduled will be taken into account.
 - (1) Administration shall ask for volunteers to take the week of on-call time starting with that shift's senior TC. If the week is not filled, proceed to step (2).
 - (2) Administration shall ask for volunteers from that shift to take individual days. This will be offered by seniority. If the days are not filled, proceed to step (3).
 - (3) Administration will assign pager time by reverse seniority, starting with that shift's TC with the least number of pager weeks/days.

Section 4 The remedy for the inadvertent failure to call in the appropriate employee shall be to offer the employee skipped the next such overtime opportunity. Abuse or intentional violation of the overtime call-in procedure shall be subject to the grievance procedure.

Section 5 Management shall post the monthly scheduled overtime on the 20th of each month at 0700 hours in order to facilitate the overtime procedure.

Section 6 No one will be forced to work more than twelve (12) hours in their twenty-four (24) hour period unless by mutual agreement or if the mandatory overtime procedure fails or in emergency situations.

Section 7 Callback is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Employees reporting back at the Employer's request at a specified time shall be compensated for a minimum of two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, unless the employee is called back to rectify his or her own error.

Section 8 Mandatory training conducted within the County limits shall be compensated for actual class time with a minimum of two (2) hours pay. However, all mandatory training conducted outside the County limits shall be compensated for travel time in addition to actual class time. Metcom will pay for mileage if employee uses own vehicle. An option of an alternative day off during the work week will be given to the employee if the eight (8) hour training was conducted on the employee's normal day off. If an alternative day off is chosen, the training day will be paid at straight time.

ARTICLE 15
TUITION REIMBURSEMENT

An employee-requested course of study may qualify for tuition and other expense reimbursement from the County provided that funds are available for that purpose. The specific course must be determined by the County to be directly related to the employee's position or to a position to which the employee reasonably aspires, be approved by the County and the Metcom Director prior to the completion of the course and be provided by an accredited educational institution. Upon submission of paid bills and evidence of the grade for the course, reimbursement will be made at the end of the calendar year for tuition, books and laboratory fees in accordance with the following schedule:

<u>GRADE</u>	<u>REIMBURSEMENT</u>
A	100%
B	75%
C	50%
D Or Below	0%

ARTICLE 16
PROMOTION – VACANCY

Section 1 It is the policy of McLean County to hire qualified employees for all jobs.

Section 2 Promotion to vacant positions shall be based on merit and fitness, education, experience, aptitude, knowledge, skill and seniority within the Metcom job classification.

Section 3 If no existing department employee is found to have the requirements, or none apply, then outside applicants will be considered.

Section 4 A job description and job requirements will be included in the posting of vacant positions.

Section 5 No outside applicants will be considered for five (5) days after the position becomes available to insure that existing employees are considered.

Section 6 All accrued benefits remain with the employee when transferred or promoted.

ARTICLE 17
SENIORITY

Section 1 County seniority is defined as continuous service with the County from the first day employed, including that time previously served in another jurisdiction and accepted by the County at the time of the formation of Metcom. This is used only to determine benefits, i.e. the accrual rate for TOPS time. Metcom seniority for shift bidding TOPS bidding and overtime procedure is defined as continuous service in a bargaining unit position within Metcom.

Section 2 Shift bidding shall be Metcom seniority, as follows:

- (a) Shift bidding shall be completed annually in six (6) month blocks and each shift for bidding shall include the scheduled days off. All shifts must be posted for bid or designate for a trainee when there is a shift open. Once notified by current technology (home phone, cell phone, county email, or any new technology that may be created during the contract duration) the Telecommunicator has 24 hours to sign before it goes to the next Telecommunicator. If the Telecommunicator does not respond within the 24 hour time frame but does respond after being skipped, that Telecommunicator will be able to bid at the time mutual communication was made and this will not affect the bid process that was performed previously.

- (b) In the event that a vacancy occurs on a shift within any shift schedule, the employees working that shift shall be allowed to re-bid for days off on that shift. This practice shall not be allowed after June 1 for the first six (6) months; December 1

for the second six (6) months. The employee(s) changing their days off shall be responsible for adjusting their vacation so it does not conflict with the vacation bidding policy.

- (c) In the event that a vacancy occurs, two shift-to-shift bumps shall be allowed. This practice shall not be allowed after June 1 for the first six (6) months; December 1 for the second six (6) months.
- (d) Vacancy for purpose of this Article shall be defined as vacancies occurring from resignations or terminations.
- (e) The bumping of days off or shifts as outlined above shall occur within forty-five (45) days or sooner of the vacancy, as determined by Management.
- (f) Vacation bidding shall be by Metcom Bargaining Unit Seniority. Once a Telecommunicator is notified by current technology (home phone, cell phone, county email, or any new technology that may be created during the contract duration), the Telecommunicator has 24 hours to sign before proceeding to the next Telecommunicator. If the Telecommunicator does not respond within the 24 hour time frame, but does respond after being skipped, that Telecommunicator will be able to bid at the time mutual communication was made and this will not affect the bid process that was performed previously.

Section 3 Upon the successful completion of the probationary period, an employee will be credited with a seniority date from the first day

employed, less any extended unpaid leaves as provided elsewhere in this Agreement.

Section 4 In the event of a reduction in the work force, employees shall be laid off in accordance with their Metcom Bargaining Unit Seniority and ability. In the event of expansion of the working force, following a reduction, employees will be recalled in the reverse order of their removal or displacement as the need for additional employees presents itself.

Section 5 Breaks in Service – Adjustments to seniority (i.e. subtractions) shall be made for breaks in service (i.e. on unpaid leave and layoffs) which exceed three (3) months. Bargaining unit employees who resign employment from Metcom and are rehired by Metcom shall receive a new Metcom seniority date, which shall be the date of rehire. Bargaining unit employees who are promoted to a supervisor or any other position within Metcom and return after one (1) year to a bargaining unit position shall receive a new Metcom seniority date which shall be the date of rehire.

ARTICLE 18
EMPLOYEE TIME OFF PAID SYSTEM (TOPS)

Purpose

The purpose of the Time Off Paid System (TOPS) is:

- (a) To provide flexibility for employees to utilize paid time off to their advantage.
- (b) To provide protection from loss of income during long-term illness.
- (c) To provide the Metro McLean County Centralized Communication Center (Metcom) with the necessary staff to maintain its functions at an effective level.

Eligibility

This TOPS (Time Off Paid System) Program shall apply to all regularly scheduled employees at Metcom who are involved in continuous operations, i.e., those positions which must be staffed on a twenty-four (24) hour per day, 365 days-per-year basis. This program replaces the paid leave provisions for these employees, which generally cover holiday leave, vacation leave, personal leave, and sick leave.

Regulations

- (a) The Employer retains the right to schedule employees in order to maintain adequate staff, to provide the services expected in the department. Therefore, the Employer has the authority to determine employee schedules and to limit the granting of requests for Regular TOPS as necessary to fulfill that responsibility. In granting requests for Regular TOPS hours, all other things being equal, preference will be given to employees with greater seniority.

- (b) These employees accrue Regular TOPS and TOPS Reserve Hours based on the number of hours paid by McLean County, excluding additional hours, such as overtime. During an employee's probationary period, Regular TOPS time can only be used as authorized by the Employer.
- (c) Regular TOPS hours (other than illness) must be scheduled through the supervisor.
- (d) During the remainder of the calendar year during which employment under the TOPS program begins, the employee must take an average of ten (10) hours of vacation per month. A minimum of one hundred twenty (120) hours of TOPS vacation time must be taken each year after the first year of employment, unless such time is not available in the employee's Regular TOPS amount. Failure to take the minimum hours off shall result in forfeiture of the excess hours (120 minus the hours actually taken off), unless such failure is due to the cancellation of hours scheduled off by the County. This forfeiture shall occur at the time of the "sell back."
- (e) Employees may "sell back" accumulations down to zero (0) hours in their Regular TOPS hours account. This option is granted once a year, to be paid on the first non-payday Friday in December.
- (f) TOPS hours may be accumulated to a maximum of one and one half (1 1/2) times the annual rate of accrual.
- (g) All time off that is paid will be charged to the employee's Regular TOPS hours or the TOPS Reserve Account. All Regular TOPS hours and TOPS Reserve Account hours taken must be available at the time that the hours are taken to receive pay.
- (h) An employee scheduled to work a holiday, which begins at 2300 hours the day before the holiday and will end on the holiday at 2259 hours, who fails to work his/her scheduled shift on that holiday will be docked eight (8) Regular TOPS hours for the holiday, unless the individual is hospitalized, post-hospitalized but not released by a

physician to return to work, or is suffering from illness and is sent home by the employer or provides proof of the illness. For purposes of this provision, holidays are those adopted by the McLean County Board except those which occur on a weekend and are moved to a weekday; they shall retain their original (weekend) date.

(i) Personal Days

Employees covered by the terms of this Agreement will earn one (1) personal day, with pay, every six months. This pay will be taken out of the employees TOPS account. A minimum of two (2) hours notice must be given in order to take a personal day unless waived by the Employer. Personal days will be issued on a first come first served basis based on seniority and number of personal days taken. Personal days may not be taken on any scheduled county holiday. Only one (1) employee can take a personal day per shift.

RATE OF ACCRUAL OF REGULAR TOPS HOURS

<u>Year</u>	<u>Amount Earned Per Hour</u>	<u>Projected Hours</u>	<u>Projected Days</u>
0-6	.1346	280	35
7-15	.1538	320	40
16	.1577	328	41
17	.1615	336	42
18	.1654	344	43
19	.1692	352	44
20	.1731	360	45

TOPS and TOPS Reserve Account hours accrue on all regular hours worked, paid Regular TOPS and paid TOPS Reserve Account hours.

Reserve Account

There will also be established an additional benefit entitled "Reserve Account." The Reserve Account builds protection from pay losses due to hospitalization for long-term, serious medical problems, or outpatient surgery.

RATE OF ACCRUAL FOR RESERVE ACCOUNT HOURS

<u>Amount Earned Per Hour</u>	<u>Projected Hours Yearly</u>	<u>Projected Days Yearly</u>
.02308	48	6

Reserve Account Regulations

- (a) Each employee's Reserve Account may accumulate up to a maximum of 720 hours.
- (b) Eligible uses are:
 1. Immediately when hospitalized and for post-hospitalization and convalescent care resulting there from and authorized by the individual's physician.
 2. Following an illness/injury absence from work of five (5) consecutive work days with employee's physician's verification.
 3. For long-term serious medical problems which may not require hospitalization but which recur within a sixty (60) day period, the five (5) consecutive workday requirement will be waived, if it exceeds the five (5) days when added to the previous sick leave usage for the same medical problem, when authorized by the employee's supervisor.
 4. Immediately when having scheduled outpatient surgery as verified by a licensed physician.

5. This benefit is not eligible for "sell back". Up to twenty-four (24) hours, per year, of time may be used for the illness or injury of the members spouse and/or child after all other TOPS Time has been exhausted.

Sell Back at End of Benefits

In the event that an employee leaves the TOPS program system, whether due to termination of employment or to the termination of benefits due to such events as a reduction in hours of work, and no longer receives such benefits as paid vacation and sick leave, the employee shall be able to sell back Regular TOPS hours at the following rates:

Less than 1 year	50%
1 year or more; less than 2 years of eligible service	77.5%
2 years or more; less than 5 years of eligible service	85%
5 years or more; less than 10 years of eligible service	90%
10 years or more of eligible services	100%

Permanent Changes of Eligibility from TOPS

Employees who go from eligible for TOPS to eligible for regular vacation and sick leave benefits shall have their Regular TOPS hours and Reserve Account Hours transferred as follows:

1. All TOPS Reserve Account Hours shall be transferred into the sick leave hours bank.
2. Forty hours of TOPS time, if it is available, shall be transferred into the vacation leave hours bank.
3. Forty hours of TOPS time, if it remains available, shall be transferred into the sick leave hours bank.

4. The remaining hours of TOPS time, if any, shall be eligible for sell-back at the employee's regular rate of pay or be credited to the employee's vacation hours bank, at the employee's option.

Permanent Changes of Eligibility to TOPS

Employees who go from eligible for regular vacation and sick leave benefits into TOPS shall have their Regular TOPS hours and Reserve Account Hours determined as follows:

1. All vacation leave hours shall be credited to the employee's Regular TOPS Account Bank.
2. Forty-Eight (48) hours of sick leave time, if it is available, shall be transferred into the employee's Regular TOPS Account bank.
3. Any remaining sick leave time shall be credited to the employee's Reserve Account Bank.

Worker's Compensation and TOPS

An employee off on worker's compensation due to a work related injury may use Regular TOPS hours for those days off for which he/she receives no compensation. Generally, this applies to the first three (3) days off unless the employee is off for fourteen (14) or more calendar days, unless otherwise provided by law.

TOPS BIDDING PROCEDURE

The number of employees in the Bargaining Unit permitted to be off on TOPS time at the same time will be determined by operational and staffing needs and will not be arbitrarily limited. Vacation time off which has been bid will not be canceled, by management, simply due to staffing needs, but rather only in cases of an emergency or insufficient TOPS time.

Vacation bidding shall be completed prior to January 1 for the first six (6) month bid which will take affect on or about January 1; July 1 for the second six (6) month bid which will take affect on or about July 1. The bidding shall be in order of Metcom Seniority on each shift with the most senior employee selecting first and once notified by current technology (home phone, cell phone, county email, or any new technology that may be created during the contract duration) the Telecommunicator has 24 hours to sign before proceeding the next Telecommunicator. If the Telecommunicator does not respond within the 24 hour time frame but does respond after being skipped, that Telecommunicator will be able to bid at the time mutual communication was made and this will not affect the bid process that was performed previously. The vacation bidding process is as follows:

- (a) Each employee shall select one whole week or two consecutive weeks in the first selection period. Each employee shall have the option of bidding one individual day in lieu of the whole week(s) if desired. If an employee bids one (1) day in the first round they will void the opportunity to bid whole weeks until step (b).
- (b) Upon the completion of the first selection period, each employee shall select whole weeks desired, not to exceed two consecutive or non-consecutive weeks in the second selection period. If a full week is not available to be bid, the employee can choose to take

less than five but more than 2 consecutive days in lieu of a whole week. The remainder days will be void.

- (c) Upon the completion of the second selection period, each employee shall select individual or half days desired, not to exceed five vacation slots, with not more than three such days being holidays. During the bid process a half day will count as 1 slot. Telecommunicators will also be able to cancel ½ day of vacation. The cancellation of a vacation day must be either the first four (4) hours of a shift, the last four (4) hours of a shift or a complete day cancellation. A request to cancel vacation must be made to management no less than thirty-six (36) hours prior to the shift.
- (d) Upon completion of the third selection period, the final selection period shall repeat the process described above in (c).
- (e) Days, weeks or hours of TOPS not scheduled during this annual process shall be subject to the "ad hoc" process. All ad hoc days will be processed on a first come, first served basis. All ad hoc days will be approved based on staffing levels. Request for ad hoc days may be submitted at any time from the first day after the annual bidding process is over to the start of a shift. Ad hoc requests received prior to 0700 hours on the 20th of the preceding month will be posted at 0700 hours on the 20th of that month. Any ad hoc request received after 0700 hours on the 20th of the preceding month will be posted as soon as possible. A request to cancel an Ad Hoc Day must be made to management no less than thirty-six (36) hours prior to the shift.

If staffing allows, one person would be immediately upon review granted time off with no overtime created. If staffing does not allow the immediate granting of a

request for an ad hoc day, the request will be posted for overtime. A maximum of two (2) overtime slots will be posted per shift per day for ad hoc requests.

Ad hoc requests will be granted as soon as possible after the overtime has been covered. Once an ad hoc day is approved, the employee is guaranteed the day off.

Ad hoc request that need to be covered by overtime will remain posted until 48 hours prior to the day requested. If the overtime has not been covered at that point, the Supervisor will deny the request.

ARTICLE 19
HEALTH INSURANCE

The County will make every effort to maintain the County employee's insurance program or its successor at the present contribution rates. With any rate or benefit change the employer will meet with the union prior to the implementation and provide documentation in support of the change. With any rate change, the County will make every effort to maintain the present proportion of contribution.

All employees who are regularly scheduled to work thirty-two (32) hours or more per week shall be eligible to participate in the County's health and life insurance plan. The employer will provide a \$10,000 group life insurance policy for each employee covered by the employee benefit plan (i.e., health insurance).

The employer shall contribute to the cost of the employee and dependent health coverage for all employees regularly scheduled to work thirty-two (32) hours or more per week. Employee deductions for such insurance will be made by payroll deduction or by direct payment from the employee if payroll deduction is not possible.

ARTICLE 20

NEW POLICIES AND PROCEDURES

Whenever new Metcom Administrative policies or procedures are to be implemented which would have an impact on the employees of the bargaining unit, the Employer agrees to consult with the Union at least forty-five days prior to implementation of the policy or procedural change. All new and changed policy and procedures shall be by hard copy to each employee.

ARTICLE 21

LIUNA NATIONAL (INDUSTRIAL) PENSION FUND

Effective January 1, 2007 there shall be an employer contribution of (\$0.22) per hour per employee in lieu of wages to the Laborers' International Union of North America (LIUNA) National (Industrial) Pension Fund. Every year after there shall be an option for an annual pension fund increase in lieu of wages.

ARTICLE 22
STEWARD CLAUSE

The Business Manager may appoint a steward or stewards from within the bargaining unit membership, and immediately notify the employer's representative of the selection whose, duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the union is performed by employees covered by this Agreement. The steward/stewards will be permitted reasonable time without loss of pay during working hours to investigate and process grievances.

The steward/stewards with prior notification shall be allowed time off up to two days per year with pay to attend union training and/or conferences. Nothing shall prevent the steward/stewards from requesting accumulated leave to attend such meetings.

ARTICLE 23
CONTRACT DURATION

This Agreement shall be effective as of January 1, 2007, and shall continue in full force and effect until December 31, 2009, and thereafter from year-to-year unless not more than ninety (90) days, but not less than sixty (60) days prior to December 31, 2009, either party gives written notice to the other of the intention to terminate this Agreement. Said notice shall be effective when mailed by registered mail return receipt requested or by personal service to either party.

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL #362
P.O. Box 3248
Bloomington, IL 61702-3248

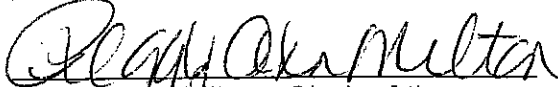
BY:  BY: 
ITS: 6/23/07 ITS: Steward 6-22-2007

BY: _____ BY: _____
ITS: _____ ITS: _____

MCLEAN COUNTY BOARD
Government Center
Room 401
P.O. Box 2400
Bloomington, IL 61702-2400

BY: 
ITS: Chairman

ATTEST:


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

Date: 6/20/07

APPENDIX A -- WAGES

Service	HOURLY RATE 2007 \$0.60	HOURLY RATE 2008 \$0.60	HOURLY RATE 2009 \$0.60
0-12 months	\$15.1337	\$15.7337	\$16.3337
1-2 years	\$15.4098	\$16.0098	\$16.6098
2-3 years	\$15.6859	\$16.2859	\$16.8859
3-4 years	\$15.9621	\$16.5621	\$17.1621
4-5 years	\$16.2382	\$16.8382	\$17.4382
5-6 years	\$16.5143	\$17.1143	\$17.7143
6-7 years	\$16.7905	\$17.3905	\$17.9905
7-8 years	\$17.0667	\$17.6667	\$18.2667
8-9 years	\$17.3428	\$17.9428	\$18.5428
9-10 years	\$17.6190	\$18.2190	\$18.8190
10-11 years	\$17.8951	\$18.4951	\$19.0951
11-12 years	\$18.1712	\$18.7712	\$19.3712
12-13 years	\$18.4474	\$19.0474	\$19.6474
13-14 years	\$18.7234	\$19.3234	\$19.9234
14-15 years	\$18.9996	\$19.5996	\$20.1996
15-16 years	\$19.2758	\$19.8758	\$20.4758
16-17 years	\$19.5519	\$20.1519	\$20.7519
17-18 years	\$19.8280	\$20.4280	\$21.0280
18-19 years	\$20.1042	\$20.7042	\$21.3042
19-20 years	\$20.3803	\$20.9803	\$21.5803
20-21 years	\$20.6564	\$21.2564	\$21.8564
21-22 years	\$20.9325	\$21.5325	\$22.1325
22-23 years	\$21.2086	\$21.8086	\$22.4086
23-24 years	\$21.4847	\$22.0847	\$22.6847
S	\$22.8318	\$23.4318	\$24.0318

APPENDIX B -- LIUNA RATES

Service	LIUNA HOURLY RATE 2007	LIUNA HOURLY RATE 2008	LIUNA HOURLY RATE 2009
0-12 months	\$14.9137	\$15.5137	\$16.1137
1-2 years	\$15.1898	\$15.7898	\$16.3898
2-3 years	\$15.4659	\$16.0659	\$16.6659
3-4 years	\$15.7421	\$16.3421	\$16.9421
4-5 years	\$16.0182	\$16.6182	\$17.2182
5-6 years	\$16.2943	\$16.8943	\$17.4943
6-7 years	\$16.5705	\$17.1705	\$17.7705
7-8 years	\$16.8467	\$17.4467	\$18.0467
8-9 years	\$17.1228	\$17.7228	\$18.3228
9-10 years	\$17.3990	\$17.9990	\$18.5990
10-11 years	\$17.6751	\$18.2751	\$18.8751
11-12 years	\$17.9512	\$18.5512	\$19.1512
12-13 years	\$18.2274	\$18.8274	\$19.4274
13-14 years	\$18.5034	\$19.1034	\$19.7034
14-15 years	\$18.7796	\$19.3796	\$19.9796
15-16 years	\$19.0558	\$19.6558	\$20.2558
16-17 years	\$19.3319	\$19.9319	\$20.5319
17-18 years	\$19.6080	\$20.2080	\$20.8080
18-19 years	\$19.8842	\$20.4842	\$21.0842
19-20 years	\$20.1603	\$20.7603	\$21.3603
20-21 years	\$20.4364	\$21.0364	\$21.6364
21-22 years	\$20.7125	\$21.3125	\$21.9125
22-23 years	\$20.9886	\$21.5886	\$22.1886
23-24 years	\$21.2647	\$21.8647	\$22.4647
S	\$22.6118	\$23.2118	\$23.8118

Members Sorensen/Bostic moved the County Board approve a Request for Approval of Agreement between McLean County and Laborers' International Union of North America Local #362. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is on pages 180-195.

TRANSPORTATION COMMITTEE:

Chairman Hoselton stated there were no Items to be Presented for Action and their General Report is located on pages 196-202.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have nothing to bring before the Board but would be happy to answer any questions you might have.

OTHER BUSINESS AND COMMUNICATION:

There was none.

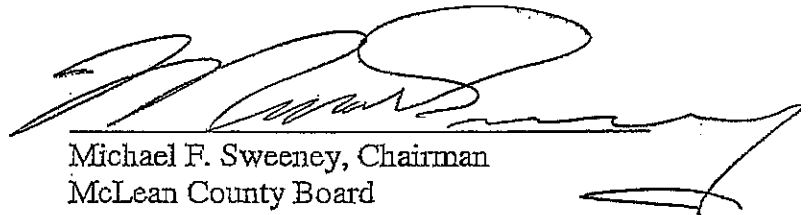
The McLean County Auditor presented the following and recommends it for payment:

MCLEAN COUNTY BOARD COMPOSITE

May 31, 2007

2007 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$578,297.77	\$578,297.77
Finance		\$988,627.94	\$988,627.94
Human Services		\$551,481.78	\$551,481.78
Justice	\$1,030.32	\$2,501,823.01	\$2,502,853.33
Land Use		\$26,316.50	\$26,316.50
Property		\$435,794.58	\$435,794.58
Transportation		\$653,304.17	\$653,304.17
Health Board		\$422,840.59	\$422,840.59
Disability Board		\$48,942.71	\$48,942.71
T. B. Board		\$22,078.50	\$22,078.50
Total	\$1,030.32	\$6,229,507.55	\$6,230,537.87



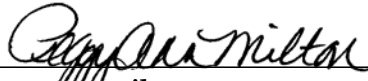
Michael F. Sweeney, Chairman
McLean County Board

Members Cavallini/Bostic 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 Harding/Renner moved for adjournment until July 24, 2007 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: 9:15 a.m.

Michael Sweeney
County Board Chairman




PeggyAnn Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 19th day of June, 2007, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 18th day of July, 2007.



PeggyAnn Milton
McLean County Clerk