

Proceedings
of the
County Board
of
McLean County,
Illinois

June 16, 2009

*Subject to approval at
July 21, 2009
County Board Meeting*



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June 16, 2009

The McLean County Board met on Tuesday, June 16, 2009 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Matt Sorensen presiding.

The following Members answered to roll call:

Members Robert Nuckolls, Sondra O'Connor, Benjamin Owens, Bette Rackauskas, Erik Rankin, Tari Renner, Paul Segobiano, James Soeldner, George Wendt, Laurie Wollrab, Cathy Ahart, John Butler, William Caisley, Don Cavallini, George Gordon, Stan Hoselton, John McIntyre, Duane Moss, and Matt Sorensen.

The following Members were absent:

Diane Bostic

Consent Agenda:

Chairman Sorensen asked if there were any items to be removed from the Consent Agenda.

Consent Agenda:

- A. Approval of the Proceedings of the County Board, May 19, 2009
- B. County Highway Department – Eric Schmitt, County Engineer
 - 1) Request Approval of Resolution & Letting Results from the May 27, 2009 Township 2009 TBP Maintenance Section
 - 2) Request Approval of Gridley RD – Sec 09-18131-00-BR – Township Bridge Program
 - a) Preliminary Engineering Services Agreement – HLR
- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval of application in case ZA-09-03 for a map amendment to change the zoning classification from A-Agriculture District to M-1 Restricted Manufacturing District; on property which is part of the NE ¼ and NW ¼ of Section 23, Township 23N, Range 2E of the 3rd P.M.; and is located in Bloomington Township immediately south of US Highway 150, approximately 1/8 mile southeast of Chrisman Lane and immediately south of Chrisman Lane
 - b) Request Approval of the application of Illinois Central School Bus, LLC, in case SU-09-06 for a Special Use to allow a trucking/busing facility in the C-Commercial District with a waiver of the paved parking requirement; on property which is part of the SW ¼ of Section 35, Township 24N, Range 1E of the 3rd P.M.; and is located in Dry Grove Township at 10094 McCue Drive, Bloomington, IL
 - 2) Subdivision Cases:
None
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
 - 1) Executive Committee
 - a) Request Approval of a Contract Amendment with Verizon to Continue Centranet Phone Service – Information Technologies

- 2) Property Committee
 - a) Request Approval of a Tractor/Loader Lease Agreement between McLean County Department of Parks and Recreation and Central Illinois Ag – Parks and Recreation
 - b) Request Approval of Lease Agreement between The County of McLean and the Child Support Enforcement Division of the McLean County State's Attorneys Office – Facilities Management
 - c) Request Approval of Lease Agreement for an ATM Machine at the Government Center – Facilities Management

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

1) REAPPOINTMENTS:

BOARD FOR CARE AND TREATMENT OF PERSONS WITH DEVELOPMENT DISABILITIES (377 Board)

Ms. Jane Turley
 2807 Stratford Court
 Bloomington, IL 61704
 (Three-year term to expire on June 30, 2012)

McLEAN COUNTY BOARD OF HEALTH

Ms. Jane Turley
 2807 Stratford Court
 Bloomington, IL 61704
 (Three-year term to expire on June 30, 2012)

McLEAN COUNTY BOARD OF HEALTH

Ms. Corliss Tello
 10140 Old Sawmill Road
 Bloomington, IL 61704
 (Three-year term to expire on June 30, 2012)

T.B. CARE AND TREATMENT BOARD

Ms. Corliss Tello
 10140 Old Sawmill Road
 Bloomington, IL 61704
 (Three-year term to expire on June 30, 2012)

CROPSEY STREET LIGHT DISTRICT

Ms. Sharon Cameron
 R.R. 1, Box 77C
 Cropsey, IL 61731
 (Three-year term to expire on June 30, 2012)

ZONING BOARD OF APPEALS

Mr. Marc G. Judd

9008 E. 2100 North Rd.

Carlock, IL 61725

(Five-year term to expire on June 27, 2014)

2) APPOINTMENTS:

None

3) RESIGNATIONS

None

G. Approval of Resolutions of Congratulations and Commendation

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on June 2, 2009, for a letting held on May 27, 2009, for one (1) Township 2009 TBP Construction Section, and

WHEREAS, the Transportation Committee duly approved the bids on June 2, 2009,

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

2009 TBP CONSTRUCTION SECTION:

Martin RD..... Sec 07-22134-00-BR Meiners Bridge

The successful bidder on the above section was:

HJ Eppel & Company, Inc.... \$286,937.40
1400 Tuesburg Ct, Pontiac, IL 61764




Matt Sorensen, Chairman McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on June 16, 2009.

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 16th day of June A.D., 2009.

[SEAL]



Peggy Ann Milton, McLean County Clerk

PRELIMINARY ENGINEERING SERVICES AGREEMENT

<u>LOCAL AGENCY</u>	<u>CONSULTANT</u>
County: McLean	Name: Hampton, Lenzini and Renwick, Inc.
Township: Gridley	Address: 3085 Stevenson Drive
Section: 09-18131-00-BR	City: Springfield
	State: Illinois

THIS AGREEMENT is made and entered into this 16TH day of JUNE, 2009 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

SECTION DESCRIPTION

Name _____ Length 0.10 mile

Structure No. 057-4606

Location NE 1/4, Sec. 15, T26N, R3E, 3rd P.M., 2.5 miles southeast of Gridley

Description: Bridge Replacement

DEFINITION

DEPARTMENT McLean County Highway Department

AGREEMENT PROVISIONS

THE ENGINEER AGREES

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

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

THE LA AGREES

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

Schedule for Percentages Based on Awarded Contract Cost

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

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

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$161.00
Engineer Specialist	160.00
Engineer 9	153.00
Engineer 8	144.00
Engineer 7	131.00
Engineer 6	118.00
Engineer 5	105.00
Engineer 4	100.50
Engineer 3	94.50
Engineer 2	89.50
Engineer 1	78.50
Technician 7	102.50
Technician 6	94.00
Technician 5	84.00
Technician 4	71.50
Technician 3	63.50
Technician 2	57.00
Technician 1	48.50
Clerical 2	74.00
Clerical 1	51.00
Accountant	77.50

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

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

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

IT IS MUTUALLY AGREED

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

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

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

Executed by the LA:

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

ATTEST:

By 
County Clerk

By 

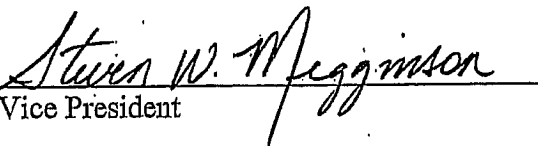
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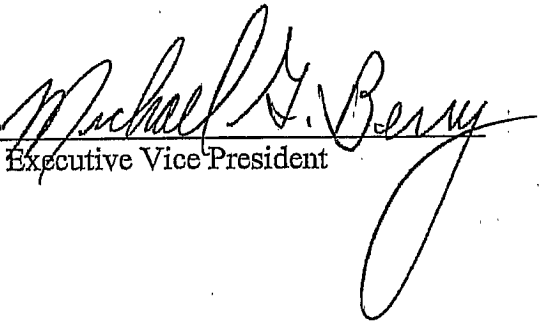
Title: Chairman, County Board

Executed by the ENGINEER:

Hampton, Lenzini and Renwick, Inc.
3085 Stevenson Drive, Suite 201
Springfield, Illinois 62703-4269

ATTEST:

By 
Vice President

By 
Executive Vice President

(SEAL)

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

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

I. SELECTION OF LABOR

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

II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

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

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

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

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

1. Publishing a statement:

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

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

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

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

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

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

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

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

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

Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization

Michael G. Berry
Signature of Authorized Representative

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

36-2555986
Requisition/Contract/Grant
ID Number

May 11, 2009
Date

ORDINANCE AMENDING THE ZONING DISTRICT MAP
OF THE McLEAN COUNTY ZONING ORDINANCE

WHEREAS, an application has been made for an amendment to the McLean County Zoning District Map requesting that the zoning district classification be changed from its present classification of A-Agriculture District to a classification of M-1 Restricted Manufacturing District on a 74 acre property which is part of the NE ¼ and NW ¼ of Section 23, Township 23N, Range 2E of the 3rd P.M.; and is located in Bloomington Township immediately south of US Highway 150, approximately 1/8 mile southeast of Chrisman Lane and immediately south of Chrisman Lane; and

WHEREAS, the McLean County Zoning Board of Appeals held a public hearing on said application under Case No. ZA-09-03 according to law; and

WHEREAS, the McLean County Board has found that the proposed amendment meets all the standards set forth in Article 2 Section 207 (Standards for Map Amendments) of the McLean County Zoning Ordinance; and

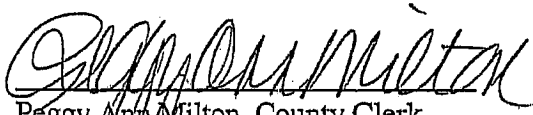
WHEREAS, the proposed amendment is in the public interest and is consistent with the purpose and intent of the McLean County Zoning Ordinance; now, therefore,

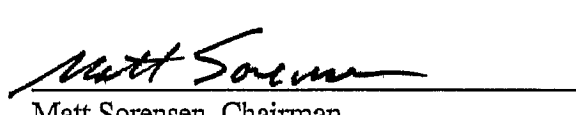
BE IT ORDAINED that the McLean County Zoning District Map be and hereby is amended to change the zoning classification of the aforescribed real estate from a classification of A-Agriculture District to a classification of M-1 Restricted Manufacturing District.

Adopted by the County Board of McLean County, Illinois this 16th day of June 2009

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Matt Sorensen, Chairman
McLean County Board

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 David Capodice, in case ZA-09-03 on part of parcel nos. (05) 21-23-100-010 and (05) 21-23-201-008, requesting a map amendment to change the zoning classification from A-Agriculture District to M-1 Restricted Manufacturing District; on a 74 acre property which is part of the NE ¼ and NW ¼ of Section 23, Township 23N, Range 2E of the 3rd P.M.; and is located in Bloomington Township immediately south of US Highway 150, approximately 1/8 mile southeast of Chrisman Lane and immediately south of Chrisman Lane.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on June 2, 2009 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 74 acre property is relatively flat and gently sloping in some areas. The property contains land in crop production, land that is wooded and a farm dwelling with outbuildings. The property drains to the center, and then west to a creek which flows to the south. The property has approximately 1,620 feet of frontage on the south side of US Highway 150 which is an asphalt road 25 feet in width.

SURROUNDING ZONING AND LAND USE - The land to the north, east and south is in the Agriculture District. The land to the west is in the M-1 Restricted Manufacturing District in the City of Bloomington. The land to the north and east contains single family residences and land in crop production. The land to the south contains land in crop production and a farm dwelling. The land to the west is in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 87 out of 100 points. The site assessment score was 106 out of 200 points. The total LESA score was 193 points out of 300. A score below 219 points means the property is of low value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

- 1. The proposed amendment is compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses.** This standard is met. The applicant is requesting to change the zoning classification from A-Agriculture District to M-1 Restricted Manufacturing District on approximately 74 acres. The trend of development in the area is toward M-1. The subject property is adjacent to the M-1 Restricted Manufacturing District in the City of Bloomington. The M-1 property in the City of Bloomington that is adjacent to the subject site is in part used for burning of old mobile home trailers for training purposes. The area northwest of the proposed rezoning that is located on the south side of US highway 150, east of the railroad tracks, and south of

Rhodes Lane is all in the M-1 District within the City of Bloomington. The proposed Unit 5 Middle School is located approximately ½ mile to the southeast of this site.

The McLean County Regional Planning Commission, working with staff, has reviewed the proposal for consistency with local and regional Comprehensive Plans and has given the proposal a projected score of 'C' which means that the application provides minimal features to be consistent with the Comprehensive Plan. The low LESA score indicates the subject property is of low value for agricultural land protection.

2. **The proposed zoning classifications are appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications.** This standard is met. The topography and dimensions of the property are suited for both the Agriculture District and the M-1 Restricted Manufacturing District.
3. **Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classification.** This standard is met. The property has approximately 1,620 feet of frontage on the south side of U.S. Highway 150. It appears that safe site distance can be provided at the existing farm entrance. The applicant will need to obtain an entrance permit from the Illinois Department of Transportation (IDOT) before a building permit is obtained.
4. **Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.** This standard is met. The property has frontage on U.S. Highway 150, an asphalt road 25 feet in width which is an arterial highway.
5. **The proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the M-1 Restricted Manufacturing District will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. The property is in part located within the 100 year flood hazard area. The property would be developed consistent with County flood plain, storm water and erosion control requirements.
6. **Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the M-1 Restricted Manufacturing District.** This standard is met. The Bloomington Township Fire Protection District will provide fire protection for the subject property. The applicant will need to obtain approval from the County Health Department before obtaining a building permit.
7. **The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.** This standard is met.

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

Therefore, the Zoning Board of Appeals hereby recommends approval of the request to change the zoning district classification of the property described above from A-Agriculture District to a classification of M-1 Restricted Manufacturing District.

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

Respectfully submitted this 2nd day of June 2009, McLean County Zoning Board of Appeals

Sally Rudolph

Chair

Sally Rudolph, Chair
James Finnigan
Drake Zimmerman
Marc Judd
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 Illinois Central School Bus, LLC for a special use in case SU-09-06, parcel nos. (14) 13-35-351-004 and 011, to allow a trucking/busing facility in the C-Commercial District with a waiver of the paved parking requirement; on a three acre property which is part of the SW ¼ of Section 35, Township 24N, Range 1E of the 3rd P.M.; and is located in Dry Grove Township at 10094 McCue Drive, Bloomington, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 2, 2009 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 three acre property is relatively flat, drains to the south and contains a commercial building that was formerly occupied by a concrete contractor. The property has 261 feet of frontage on the north side of McCue Drive which is an asphalt road 22 feet in width.

SURROUNDING ZONING AND LAND USE - The land to the north, east and south is in the Commercial District. The land to the west is in part in the Commercial District and in part in the Agriculture District. The land to the north is used in part for crop production and in part as a contractor's office and shop. The land to the east is used as a contractor's office and shop. The land to the south is used as a self storage facility. The land to the west is used in part by a single family dwelling and in part by a contractor's office and shop.

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. Illinois Central School Bus LLC has entered into a contract to provide school buses for Bloomington School District 87, the Heyworth School District, and the Bloomington-Normal Head Start Program. The office portion of the building will be used for the management of the company for its contracts in McLean County. The garage portion of the building will be used to maintain and repair buses. The garage can hold three buses, and the applicant has indicated that there would likely be 3 to 4 additional busses on the premises waiting their turn to be repaired in the garage. The school buses that are in working order will be stored elsewhere. Buses will be moved to the subject site from time to time for maintenance and/or repair as needed. The applicant is requesting to waive the paved parking requirement. The applicant has shown in the site plan a gravel area that will provide adequate off street parking for their buses. It is determined that paved parking is not necessary for the few busses that are proposed to be parked on the property.

2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The contractors' offices and shops that are located to the east and west, and the self storage facility that is located to the south, will continue to be desirable for such uses. The single family residence that is located to the west of the vacant and unused portion of the subject property will not likely be negatively impacted by the proposed facility; the applicant will be required to put in a buffer and screen when and if this area of the property is developed.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for commercial and residential uses will continue to be suitable for such uses.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has 261 feet of frontage on the north side of McCue Drive. The applicant will need to obtain approval from the County Health Department in order to obtain a change of use permit.
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 two existing entrances; one of which is hard surfaced and one is in gravel. The Dry Grove Township Road Commissioner indicated that the existing entrance that is currently in gravel will need to be hard surfaced. The applicant has agreed to install a concrete entrance in place of the existing gravel entrance.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance provided the applicant installs a paved entrance and obtains approval from the County Health Department for a change of use permit.

Therefore this Board recommends that a special use be granted on the property described above to allow a trucking/busing facility in the C-Commercial District with a waiver of the paved parking requirement and provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, and provided the applicant installs a paved entrance and obtains approval from the County Health Department for a change of use permit.

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

Respectfully submitted this 2nd day of June 2009, McLean County Zoning Board of Appeals

Sally Rudolph

Chair

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

AMENDMENT NO. 1
TO THE
SERVICE AGREEMENT FOR CENTRANET SERVICE
BETWEEN
McLEAN COUNTY GOVERNMENT ("CUSTOMER")
AND
VERIZON NORTH INC. ("VERIZON")

This is Amendment No. 1 ("Amendment No. 1") to the Service Agreement for CentraNet Service (the "Agreement") between McLean County Government ("Customer") and Verizon North Inc. ("Verizon").

Whereas, the parties entered into the Agreement effective June 25, 2008, Verizon internal tracking number 2008-444401; and

Whereas, the purpose of this Amendment No. 1 is to extend the term of the Agreement for one (1) year.

The parties agree to amend the Agreement as follows:

- 1) The Agreement will expire August 23, 2009, (as extended by application of the optional extension for 60 days at end of the initial Term pursuant to Section 5(b)(ii) of the Agreement). In order for Service to continue without interruption, this Amendment No. 1 must be fully executed and effective (signed by both parties) on or before August 23, 2009.

If this Amendment No. 1 is not effective by August 23, 2009, Customer's Service will immediately transition to Verizon's general tariff offering at the minimum term commitment specified therein. If Service is not available in Verizon's tariff, Service will terminate.

- 2) Provided this Amendment No. 1 is made effective on or before August 23, 2009, the term of the Agreement shall be extended for the period August 24, 2009 – August 23, 2010 (the "Extension Term"), unless sooner terminated.
- 3) All other terms and conditions of the Agreement remain in effect during the Extension Term, including but not limited to monthly recurring charges, minimum quantity commitment and termination charges.

EXCEPT AS EXPRESSLY MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, Customer and Verizon have caused this Amendment No. 1 to be executed by their duly authorized representatives.

MCLEAN COUNTY GOVERNMENT

VERIZON BUSINESS NETWORK SERVICES INC.
ON BEHALF OF VERIZON NORTH INC.

Authorized Signature

Authorized Signature

Title

Title

Date

Date



RENTAL CONTRACT

CENTRAL ILLINOIS AG, PO BOX 506, ATLANTA, IL 61723, HEREINAFTER CALLED LESSOR, AND McLEAN COUNTY DEPARTMENT OF PARKS AND REC, HEREINAFTER CALLED LESSEE.

EQUIPMENT:

Case IH JX 80 Tractor with Loader per County Specs
400 hours per year, \$10 per hour-excess hour charge

PAYMENT TERMS:

\$3500 paid Annually for a total of \$7000
Invoice to be issued by Lessor for Annual payment upon initiation of agreement and upon initiation of 2nd year of lease. Payment NET 30 upon receipt by Lessee. Lessor shall provide new tractor/loader at initiation of 2nd year.
Said Value of Equipment is \$41,500

LEASE DATES:

Start Date of Lease shall be July 1, 2009
End Date of Lease shall be June 30, 2011

Customer is responsible for proof of insurance on said equipment.

No alteration or modification of this lease is valid unless in writing and signed by all parties hereto. Lessee acknowledges receipt of a signed copy hereof.

All Terms and Conditions stated in this contract in witness whereof, the parties hereto have on the day and year first above written hereunto set their hands and seals.

By signing this lease, lessee agrees to the terms and conditions set forth on the face and contract hereof. Any different or additional terms, whether written or otherwise are hereby objected to and shall have NO legal force or applicability whatsoever.

LESSEE McLEAN COUNTY Accepted and Approved
DEPT. OF PARKS & REC.
By [Signature] LESSOR [Signature] - CENTRAL ILL. AG.
Witness _____ By _____
Date 6-16-2009

Atlanta
200 Sharon St., P.O. Box 506
Atlanta, IL 61723
Ph: 217-648-2307
Ph: 800-762-2325
Fax: 217-648-5065

Clinton
Rt. 10 East, P.O. Box 437
Clinton, IL 61727
Ph: 217-935-8373
Ph: 800-362-3866
Fax: 217-935-3410

Farmer City
792 US 150 East, P.O. Box 288
Farmer City, IL 61842
Ph: 309-928-2154
Ph: 800-334-8942
Fax: 309-928-2249

Mason City
130 S. Tonica
Mason City, IL 62664
Ph: 217-482-9760
Fax: 217-482-9761



General Conditions

1. Rental rates shall apply for entire time equipment is away from Lessor's place of business regardless of weather, but not for lost time due to mechanical failure, unless caused by Lessess's or his agents or servants.
2. The Lessee agrees to pay the Lessor for all loss and damages to the equipment arising from and cause whatsoever that may occur during the life of the lease, normal wear and tear excluded. It is agreed by the parties hereto that the value as hereinbefore stated is hereby accepted as the true value and shall be used in case of arbitration or adjustment. In making such adjustment it is understood that no rentals theretofore paid or due shall apply to the payment of such loss. It is further understood and agreed that in making any adjustment for loss or damages to equipment, Lessee shall be credited with the amount of insurance payment received by Lessor under insurance policies, if an insurance recovery is affected thereunder.
3. Lessee shall be liable for all expenses, personal injury and property damages and claims arising out of its possession, operation or transportation of the equipment herein described, and shall hold Lesssor and its assigns harmless therefrom.
4. Less shall be responsible for and shall bear the expense of all fuel, lubrication, and maintenance for each item of equipment. Lessor undertakes no obligation with respect to repairs or replacement of parts, attachments, accessories or equipment, except pursuant to written warranty as provided in paragraph 9 of this lease. Lessee shall, at its expense, at all times during the term hereof, maintain each item of equipment in good operating order, repair and appearance and shall lubricate and practice preventative maintenance at regular intervals as suggested in manufacturer's service manual. Lessee agrees to maintain said equipment in the same condition as when delivered to it by Lessor, usual and ordinary wear and tear excepted. Lessee agrees that in effecting maintenance and repairs, it will have such work performed only by qualified persons.
5. Lessee agrees that the equipment shall be used solely in the conduct of Lessee's business and within the Lessee's possession and under its control, that said equipment is to be used solely by the Lessee or his employees and for the purpose for which it was intended, that said equipment will be operated only by competent employees of Lessee and shall not be used beyond its normal capacity.
6. The Lessee shall have no right to sub-lease the said equipment nor remove it from the County and State specified in this contract with out the written consent of the Lessor.

Atlanta

200 Sharon St., P.O. Box 506
Atlanta, IL 61723
Ph: 217-648-2307
Ph: 800-762-2325
Fax: 217-648-5065

Clinton

Rt. 10 East, P.O. Box 437
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Farmer City

792 US 150 East, P.O. Box 288
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Mason City

130 S. Tonica
Mason City, IL 62664
Ph: 217-482-9760
Fax: 217-482-9761



7. Title to the equipment shall at all times vested in the Lessor unless transferred to the Lessee through sale. The Lessee shall give Lessor immediate notice of any levy attempted upon said equipment, or if said equipment from any cause becomes liable to seizure, and to indemnify Lessor against all loss and damages caused by any such action.
8. Lessee acknowledges that each item of equipment is of a size, design and capacity selected by Lessee and that the same is suitable for Lessee's intended purpose. LESSOR'S SOLE AND EXCLUSIVE WARRANTY IS AS FOLLOWS: LESSOR WARRANTS TO LESSEE THAT THE EQUIPMENT COVERED BY THIS LEASE WILL BE DELIVERED TO THE LESSEE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP WHEN USED UNDER PROPER AND NORMAL CONDITIONS. SHOULD ANY FAILURE TO CONFORM TO THE ABOVE SOLE AND EXCLUSIVE WARRANTY APPEAR DUREING THE TERM OF THIS LEASE, AND PROVIDED NO SUCH DEFECTS ARE IN ANY WAY ATTRIBUTABLE TO THE FAULT OF THE LESSEE, LESSOR WILL REPAIR OR REPLACE THE EQUIPMENT;. THE FOREGOING WARRANTY SHALL NOT APPLY TO DAMAGE OR DEFECTS CAUSED BY ORDINARY WEAR AND TEAR. THE RECEIPT AND ACCEPTANCE BY THE LESSEE OF THE EQUIPMENT SHALL CONSTITUTE ACKNOWLEDGEMENT THAT THE EQUIPMENT IS IN GOOD, SAFE AND SERVICABLE CONDITION, AND FIT FOR USE, UNLESS LESSEE MAKES A CLAIM TO THE CONTRARY TO LESSOR WITHIN THIRTY (30) DAYS AFTER RECEIPT OF EQUIPMENT.

Atlanta

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LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

McLean County States Attorney

as Tenant,

for

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

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Lease Agreement

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

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

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall commence on July 1, 2009, and terminate on June 30, 2010.

2. **Rent.**
 - a. Rent shall be \$21,076.56 for 2,476 s.f. of office space, payable in twelve equal monthly installments of \$1,756.38.
 - b. Rent, for purposes of this agreement, shall be defined as including all rent, utilities (except telephone services), and general maintenance.
 - c. All rent payments shall be mailed to the below address:

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

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

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

5. **Building Common Areas.** CSED shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CSED employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CSED or its Board, employees or clients. CSED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CSED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. COUNTY shall provide custodial cleaning services each weekday evening. CSED shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CSED. CSED shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CSED. Such bills shall be payable within 30 days of receipt of repair invoice by CSED.
7. **Parking.** COUNTY shall provide no parking stalls for CSED, and further, CSED agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owner's expense.
8. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CSED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CSED at the expiration of this agreement. The parties hereto may also

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

9. **Insurance and Indemnity.**

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

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

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

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

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

e. Waiver of Subrogation Rights Under Insurance Policies.

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

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

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

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

14. Hazardous Material.

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

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

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

indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefore.

- c. Survival. CSED expressly covenants and agrees that the duties, obligations, and liabilities of CSED under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon CSED and its successors and assigns.
15. Condemnation. In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CSED to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CSED shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CSED, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CSED to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CSED shall have any right in or to any award made to the other by the condemning authority.
16. Destruction. Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CSED in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CSED shall have the right to terminate this agreement, or any extensions thereof.
17. Insolvency. Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or

otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CSED shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CSED shall be appointed by reason of CSED's insolvency or inability to pay its debts, or if any assignment shall be made of CSED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CSED hereunder, by giving CSED notice in writing of the election of COUNTY to so terminate.

18. **Assignment and Subletting.** CSED shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.
19. **Default.** If CSED shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CSED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CSED shall abandon or vacate the premises during the term of this lease, or if CSED shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CSED have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CSED during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CSED to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate CSED's right of possession and repossess the leased premises without demand or notice of any kind to CSED, in which case COUNTY may relet all or any part of the leased premises. CSED shall be responsible for all costs of reletting. CSED shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.

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

20. Termination; Surrender of Possession.

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

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

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

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

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

If to COUNTY:

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

With Copies to:

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

If to CSED:

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

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

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

27. Right to Terminate.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 16th day of June, 2009.

APPROVED:

McLean County States Attorney

COUNTY OF McLEAN

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

By: _____
Matt Sorenson, Chairman
of the McLean County Board

ATTEST:

By: _____

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

ATM Machine Agreement

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

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

1. This agreement shall commence on August 1, 2009, and shall terminate on July 31, 2011.
2. BMCU retain the ownership of the ATM machine, and shall be financially responsible for the maintenance and all security of the ATM machine.
3. BMCU shall provide the onsite service and maintenance of the ATM machine and shall replenish and provide the necessary cash on an as needed basis.
4. BMCU shall maintain the cleanliness of the ATM machine.
5. BMCU shall operate the ATM machine for customer usage only during normal business hours and days the building is open to the public.
6. BMCU shall provide usage of the ATM machine to any customer who uses the correct ATM card and service this machine is equipped to accept.
7. COUNTY shall be financially responsible for the POTTTS telephone line.
8. COUNTY shall maintain in-house marketing signage at various locations in the building at COUNTY's discretion.
9. COUNTY assumes no responsibility for the ATM machine specifically, but not limited to, theft, damage, usage delays regarding phone or data lines, lost cash, incorrect withdrawals, power outages, any ATM malfunctions, customer complaints, lost or stolen ATM cards or ATM supplies, or compliance with any ATM regulatory body or banking institution requirements.

Surcharge/Transaction Fee: All transactions being made with the use of a BMCU ATM/debit card will not be assessed a surcharge fee. BMCU will assess a surcharge fee of \$3.00 per transaction on foreign transactions. All surcharge fees will be retained by BMCU.

BMCU's insurance and bond will cover the ATM machine, cash within, and the transporting of said cash, and shall list COUNTY and all its officers, officials, agents, and

employees as an additional insured and hold COUNTY harmless from all liability, public or private.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, thereunto duly authorized at Bloomington, Illinois, this 16th day of June, 2009.

APPROVED:

Bloomington Municipal Credit Union

By: Kathy Woodley
Chief Executive Officer

APPROVED:

County of McLean

BY: Matt Sorensen
Matt Sorensen, Chairman
McLean County Board

ATTEST:

By: Gail Deane

ATTEST:

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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JANE TURLEY
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, 2009 of Jane Turley, the McLean County Board for Care and Treatment of Persons with Developmental Disabilities, it is advisable to consider an appointment or reappointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jane Turley 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, 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 appointment to Jane Turley, the County Clerk, the County Auditor, the County Administrator's Office and the McLean County Health Department.

Adopted by the County Board of McLean County, Illinois, this 16th day of June, 2009.

APPROVED:



Matt Sorensen, 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 JANE E. TURLEY
AS A MEMBER OF THE
McLEAN COUNTY BOARD OF HEALTH

WHEREAS, due to the expiration of term on June 30, 2009 of Jane E. Turley, as a member of the McLean County Board of Health, it is advisable to consider an appointment or reappointment to this position; and,

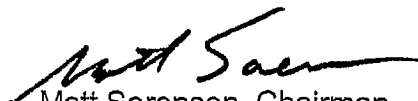
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Public Act 86-962 and Illinois Compiled Statutes, Chapter 55, Sec. 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board,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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jane E. Turley, as a member of the McLean County Board of Health for a term of three years to expire on June 30, 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 Jane E. Turley, the County Clerk, the County Auditor, the County Administrator and the McLean County Health Department.

Adopted by the County Board of McLean County, Illinois, this 16th day of June, 2009.

APPROVED:


Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF CORLISS TELLO
AS A MEMBER OF THE
McLEAN COUNTY BOARD OF HEALTH

WHEREAS, due to the expiration of term on June 30, 2009 of Corliss Tello, as a member of the McLean County Board of Health, it is advisable to consider an appointment or reappointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment Corliss Tello, as a member of the McLean County Board of Health for a term of three years to expire on June 30, 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 Corliss Tello, the McLean County Health Department, the County Clerk, the County Auditor and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 16th day of June, 2009.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

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

WHEREAS, due to the expiration of term on June 30, 2009 of Corliss Tello as a member of the T. B. Care and Treatment Board, it is advisable to consider an appointment or reappointment to this position; and,

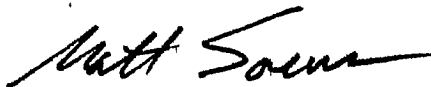
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Sec. 920/3 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Corliss Tello as a member of the T. B. Care and Treatment Board for a term of three years to expire on June 30, 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 appointment to Corliss Tello, the McLean County Health Department, the County Clerk, the County Auditor and the County Administrator.

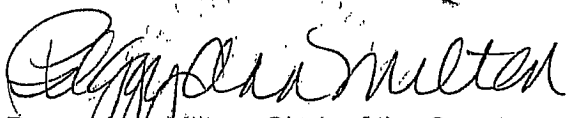
Adopted by the County Board of McLean County, Illinois, this 16th day of June, 2009.

APPROVED:



Matt Sorensen, 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 REAPPOINTMENT OF SHARON CAMERON
AS A TRUSTEE OF THE CROPSEY STREET LIGHT DISTRICT

WHEREAS, due to the expiration of term on June 30, 2009 of Sharon Cameron as Trustee of the Cropsey Street Light District, it is advisable to consider an appointment or reappointment to this position; and


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

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

ADOPTED by the County Board of McLean, County, Illinois this 16th day of June, 2009.

APPROVED:



Matt Sorensen, 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 MARC G. JUDD
AS A MEMBER OF THE
ZONING BOARD OF APPEALS

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


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 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 Marc G. Judd as a member of the Zoning Board of Appeals for a term of five years to expire on June 27, 2014 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 Marc G. Judd, the Office of Building and Zoning, the County Clerk, the County Auditor and the County Administrator.

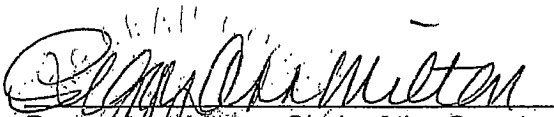
Adopted by the County Board of McLean County, Illinois, this 16th day of June, 2009.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

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

EXECUTIVE COMMITTEE

Member Owens stated: No items for action. The General Report can be found on pages 44-50.

Member Renner, Chairman, presented the following:

**RESOLUTION AUTHORIZING THE McLEAN COUNTY
EMERGENCY MANAGEMENT AGENCY
TO PARTICIPATE IN THE STATE OF ILLINOIS
FEDERAL SURPLUS PROPERTY PROGRAM**

WHEREAS, the Illinois State Agency for Federal Surplus Property, by authority of the Federal Property and Administrative Services Act of 1949, as amended, makes available Federal Surplus Personal Property to public agencies for public purposes and to non-profit tax-exempt health and educational institutions; and

WHEREAS, the County of McLean certifies that it is a public agency exempt from taxation under Section 501 of the U.S. Internal Revenue Code of 1954; and

WHEREAS, the State of Illinois' Federal Surplus Property Program offers a variety of Surplus Property at approximately 5-25 percent of the acquisition value, effectively reducing program costs by acquiring items that have been used to their life expectancy or property that must be replaced for safety or economic reasons; and

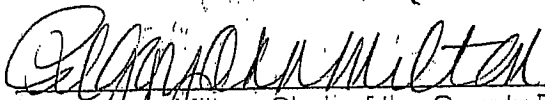
WHEREAS, the McLean County Emergency Management Agency agrees to the following terms and conditions: to use the surplus property only in the official program in which it represents; and upon receipt, agrees to place the surplus property into use within one year; and it agrees that the property shall be used for a period of one year (certain items, eighteen months); that it agrees it will not sell, loan, trade, or tear down the property without written consent from the State of Illinois; and

WHEREAS, the McLean County Emergency Management Agency understands that the surplus property must be used in an authorized program and that personal use or non-use of the surplus property is not allowed; now, therefore

BE IT RESOLVED by the McLean County Board that the McLean County Emergency Management Agency is authorized to participate in the State of Illinois Federal Surplus Property Program.

ATTEST:

APPROVED:


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


Matt Sorensen, Chairman
McLean County Board

Members Renner/Hoselton moved the County Board approve a Request Approval of a Resolution Authorizing the McLean County Emergency Management (EMA) Agency to Participate in the State of Illinois Federal Surplus Property Program - EMA. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

State of Illinois
Intergovernmental Agreement
between the
Department of Healthcare and Family Services
and
McLean County
regarding medical and behavioral health services

Subject to the provisions of the *Illinois Public Aid Code* (305 *ILCS* 5/12-4.7 and 5/12-10.4), the State of Illinois, acting by and through the Department of Healthcare and Family Services ("Department"), and County of McLean ("County"), hereby enter into this intergovernmental agreement ("Agreement").

WHEREAS, the Department and the County are committed to a coordinated, effective, and responsive system of medical and behavioral health care services for adults and juveniles under their jurisdictions; and

WHEREAS, the Department is the single State agency that administers the Medical Programs under (a) the *Illinois Public Aid Code* (305 *ILCS* 5/1-1 *et seq.*) and Title XIX of the *Social Security Act* and (b) the children's health insurance programs established under the *Illinois Insurance Code* (215 *ILCS* 106/1 *et seq.* and 170/1 *et seq.*) and Title XXI of the *Social Security Act*; and

WHEREAS, the County is responsible for the provision of certain medical and behavioral health services for eligible adults and juveniles under county jurisdiction that are reimbursable under the Medical Programs; and

WHEREAS, the County makes expenditures for such services; and

WHEREAS, federal financial participation may be available for these expenditures; and

WHEREAS, only the Department is able to pursue this federal financial participation.

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

Article I
INTRODUCTION

This Agreement defines the rights and responsibilities of the Department and the County regarding programs facilitated by these government agencies. It delineates the respective responsibilities, roles, resources and financial obligations associated with the administration of claiming for medical and behavioral health care services included within the Medical Programs.

Article II
DEFINITIONS

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

- 2.1 "COS" means category of service, as defined by the Department for operation of its Medicaid Management Information System
- 2.2 "Clean Claim" means the submission of a request for payment for Covered Service (a) submitted by a Provider within twelve (12) months of the date upon which the Covered Service is provided to the

- Client and (b) contains the information, appropriately coded, in the required form and format, that is necessary to adjudicate the claim.
- 2.3 "Claim Information" means the submission by the County to the Department, or its designee, of certification that the County has paid Clean Claims to Providers for Covered Services provided to Clients.
- 2.4 "Client" means an individual who has been committed by an Illinois court to a mental health facility and has received Covered Services from a Provider, and who is either: (A) under the age of 21, meets the eligibility requirements of the Medicaid State Plan pursuant to Title XIX of the Social Security Act (42 U.S.C. 1396 et seq.) and is enrolled in the Medical Assistance program; or (B) meets the eligibility requirements of the State Plan pursuant to Title XXI of the Social Security Act (42 U.S.C. 1397 et seq.) and is enrolled in the State Children's Health Insurance Program.
- 2.5 "Covered Services" means services, as defined by the Department in the Title XIX State plan, *Handbook for Providers*, and notifications to providers, the *Illinois Administrative Code*, the Rule 132 Service Definitions and Reimbursement Guide, and, if applicable, the handbooks and notifications issued by other State agencies in support of the Medical Programs, to the extent that they are eligible for federal reimbursement under the Medical Programs.
- (a) COS 033 – Mental Health Clinic Option Services
- (b) COS 034 – Mental Health Rehab Option Services
- (c) COS 047 – Mental Health Targeted Case Management Services
- 2.6 "Provider" means a person, certified to provide Covered Services to Clients by and enrolled with the Department to do so, that has not been terminated, barred, or suspended from providing Covered Services.
- 2.7 "FFP" means federal financial participation, or federal matching funds, earned on eligible expenditures under a Titles XIX of XXI of the *Social Security Act*.
- 2.8. "HIPAA" means the federal *Health Insurance Portability and Accountability Act of 1996 (Public Law 104-0191)*.
- 2.9 "Medical Programs" means the health care coverage programs administered by the Department, including, but not limited to, those administered under Articles V and VI of the *Illinois Public Aid Code* (305 ILCS 5/5-1 et seq. and 6/6-1 et seq.), the *Children's Health Insurance Program* (215 ILCS 215/106), the *Illinois Insurance Code* (215 ILCS 106/1 et seq. and 170/1 et seq.), and Titles XIX and XXI of the *Social Security Act* (42 U.S.C. 1396 et seq.).
- 2.10 "SCHIP" means the State Children's Health Insurance Program authorized under Title XXI of the *Social Security Act* (42 U.S.C. 1397aa et seq.) and the *Children's Health Insurance Program Act* (215 ILCS 106).

Article III MUTUAL RESPONSIBILITIES

- 3.1 The Department and the County shall assign responsibilities to senior staff from their respective entities to implement, supervise, and function as liaisons as it relates to the operation and evaluation of this Agreement.
- 3.2 The Department and the County shall coordinate internal and intergovernmental procedures to facilitate the necessary implementation of this Agreement and to include, as appropriate, those procedures in their respective policy manuals, handbooks and claiming guides.

- 3.3 Information contained in the databases of the respective agencies that identifies Clients is subject to the confidentiality provisions of federal and State statutes, rules, and regulations. When confidential information is exchanged by the Department and the County, the following rules shall apply: (a) the confidential nature of the information must be preserved; (b) the information furnished must be used only for the purposes for which it was made available; (c) assurance must be given that the proper steps shall be taken to safeguard the information; and, (d) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute or regulation.
- 3.4 The Department and the County shall abide by all applicable federal and State laws that prohibit discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, or physical or mental disability.
- 3.5 Nothing contained herein serves to limit, alter, or amend either party's duties, rights or responsibilities as set out in applicable federal and State statutes, rules or regulations.
- 3.6 Nothing contained herein shall be construed as an agreement to perform any illegal act or to perform any act not permitted by the Department or the County. In the event that the Agreement is contrary to statute, regulation or rule, it shall terminate immediately. However, should any portion or portions of this Agreement be found to be contrary to statute, rule or regulation, said portion or portions shall be severed from the Agreement so as not to render the entire Agreement void.
- 3.7 The Department and the County shall comply with all federally mandated HIPAA requirements for privacy, security and electronic storage, and transfer of medical information.
- 3.8 The Department and the County shall comply with all manuals and guides that are applicable to this agreement, as amended from time to time and as approved by the Department.

Article IV
COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Submission of Claim Information.

- (a) The County shall submit Claim Information to the Department or its designee, according to Department specifications, on a medium, in the format, and on a time frame specified by the Department.

By submitting Claim Information, the County certifies that the certified expenditure:

- (i) Was made for a Covered Service.
- (ii) Was made in support of the Medical Programs and provided to an individual who, on the date of service, was enrolled in one of the Medical Programs administered by the Department.
- (iii) Was provided by a health care provider qualified, under the provisions of 59 Ill. Adm. Code 132ff., to provide those services and was certified to participate in the HFS's Medical Programs.
- (iv) Was made in compliance with the applicable rules and policies of the Department and may be eligible for FFP.
- (v) Was not made from federal funding sources or the local dollars required to match federal funds.
- (vi) Is properly documented and that documentation is available for audit and review.

- (b) The County shall not submit Claim Information on any claim for payment that is not a Clean Claim; i.e. that was not submitted by the Provider within one (1) year after the Covered Service is provided to the Client, did not contain the information requested on the required form, or was not appropriately coded.
- (c) Claim Information shall be submitted only in a form and format specified by the Department.
- 4.2 **Rejected Claim Information.** The County, or its agent, shall be responsible for correcting any claim determined by the Department not to be a Clean Claim and for resubmitting corrected Claim Information to the Department or its designee within the time period specified above.
- 4.3 **Time Limit.** The County understands that the Department cannot claim FFP for any claim that is not a Clean Claim, and that the Department can only submit a claim for FFP for any Covered Service within 637 days after the calendar quarter in which the expenditure was incurred, in order to be in compliance with Federal regulations.
- 4.4 **Audits.** To the extent applicable, the County shall comply with the requirements of *Office Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations*, including the requirement for an audit contained in Subpart B of that *Circular*.
- 4.5 **Other Duties.** The County, or its agent, shall perform all data preparation and entry functions, including, but not limited to, system maintenance and error resolution.
- 4.6 **Employees and contractors.** The County shall screen all current and prospective employees, contractors and subcontractors prior to engaging their services under this Agreement and at least annually thereafter, by:
- (a) Requiring that current or prospective employees, contractors or subcontractors to disclose whether they are Excluded Individuals/Entities; and
- (b) Reviewing the list of sanctioned persons 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/>)
- (c) For Purposes under this section, "Excluded Individual/Entity" shall mean a person or entity which:
- (i) Under Section 1128 of the Social Security Act, is or has been terminated, barred, suspended or otherwise excluded from participation in, any program under federal law, including any program under Titles XVIII, XIX, XX or XXI of the Social Security Act;
- (ii) Has not been reinstated in the program after a period of exclusion, suspension, debarment, or ineligibility; or
- (iii) Has been convicted of a criminal offense related to the provision of health care items or services in the last ten (10) years.
- (d) The County shall terminate its relations with any employee, contractor or subcontractor immediately upon learning that such employee, contractor or subcontractor meets the definition of an Excluded Individual/Entity, and shall notify the OIG of the termination.
- 4.7 **Ethics.** The County certifies that it is not currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal or

State department or agency, or is currently barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code, 30 ILCS 500/1-1 et seq. If at any time during the term of this Agreement, the County becomes barred, suspended, or excluded from participation in this transaction, the County shall, within thirty (30) days of becoming barred, suspended or excluded, provide to the Department a written description of each offense causing the exclusion, the date(s) of the offense, the action(s) causing the offense(s), any penalty assessed or sentence imposed, and the date any penalty was paid or sentence completed.

- 4.8 Vendor, as defined in Public Act 95-0971 and Executive Order 3 (2008), certifies that it has read, understands, and is in compliance with the Act and Order and will not make or solicit a contribution that will violate the Act or Order. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Vendors, as well as limitations on political contributions by certain Vendors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer. Executive Order 3 (2008) establishes additional restrictions on political contributions and solicitations by certain Vendors and their affiliates.

Vendor further certifies, in accordance with Executive Order 3 (2008), that Vendor will not perform any prohibited act listed in Executive Order 3 (2008)(III)(B), and acknowledges a continuing duty to report to the appropriate State Agency any contributions made by Vendor, or its affiliated entities and persons, during the term of the Contract and for a period of two years after the end of the contract term.

Vendor further certifies, in accordance with Public Act 95-0971, as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Article V DEPARTMENT RESPONSIBILITIES

- 5.1 **Federal Matching Funds.** The Department shall use Claim Information on paid Clean Claims to claim FFP and deposit the same into the appropriate State fund.
- 5.2 **Fund Disbursements.** The Department shall disburse monies to the County for reimbursement of Clean Claims paid by the County. Reimbursement shall not exceed the amount of FFP received by the Department for Clean Claims paid by the County. FFP shall be distributed as follows:
- 5.2.1 For counties that received FFP for these services under an intergovernmental agreement that was executed before April 1, 2009, the county shall receive 100% of the FFP received for such claims.
- 5.2.2 For any other county, the county shall receive 96% of the FFP received for such services and 4% will be retained by the Department to cover the State's administrative costs.
- 5.3 **Claim Information Processing.**
- (a) Certification and Claim Information on Clean Claims paid will be processed in the Department's Medical Assistance payment cycle.
- (b) Claim information that the Department, in its sole discretion, determines not to be a Clean Claim shall be rejected and the Department shall send the County a report regarding the

rejected Claim information. The Department will not submit a claim for FFP for any claim that the Department determines is not a Clean Claim.

Article VI CONDITIONS FOR REIMBURSEMENT

- 6.1 The County agrees to bear the non-federal share of program costs necessary to claim and receive FFP under this Agreement.
- 6.2 The Department will notify the County of all federal disallowances and deferrals for claims submitted pursuant to this Agreement and all agreements, which incorporate this Agreement. The Department, in consultation with the County, shall prepare an appropriate response for submission to the appropriate federal agency. If there is a finding that requires repayment of FFP, the Department shall adjust future or final payments otherwise due to the County. If no payments are due and owing to the County, or if the repayment amount exceeds the amount otherwise due to the County, the County shall immediately refund all amounts that may be due to the Department.

Article VII ADMINISTRATIVE COSTS

County administrative costs applicable to the Medicaid Program population served may be eligible for FFP. Certification of administrative expenditures is subject to the provisions of 89 *Ill. Admin. Code* 140.850.

Article VIII PERIODIC REVIEW

This Agreement shall be periodically reviewed as follows:

- 8.1 **Periodic Review.** At the request of either agency, a formal review may be scheduled to modify, amend or terminate this Agreement.
- 8.2 **Change in the Agreement.** Any changes to this Agreement shall be subject to discussion and concurrence in writing, thereafter to be reduced to writing and incorporating this document by reference.

Article IX TERM AND TERMINATION OF AGREEMENT

- 9.1 **Term.** This Agreement shall be effective on the first day of the calendar quarter during which both parties have executed this Agreement and shall continue in full force and effect for a period of time that equals the term of office of the administering County official that first executes the agreement. Thereafter, this Agreement shall automatically renew for an additional period of time that equals the term of office of each successor-administering County official, unless it is terminated as set forth herein.
- 9.2 **Availability of Funds.** This Agreement is subject to the availability of Department appropriation or the availability of federal funds for the purpose outlined in the Agreement. In the event funds are not appropriated or available for any fiscal period, the remainder of this Agreement shall be canceled without penalty to, or further payment being required by, the Department. The Department shall give the County notice of such termination for failure of funding as soon as

practicable after the Department becomes aware of the failure of funding. The County's obligation to perform shall cease immediately upon notice by the Department of lack of appropriated funds. The Department's obligations hereunder shall also be subject to immediate termination and cancellation at any time when there are not sufficient authorized funds lawfully available to the Department to meet such obligations.

- 9.3 **Other Termination Rights.** This Agreement shall automatically terminate on a date set by the Department for any of the following reasons:
- (a) If funds become unavailable as set forth in Section 11.2 of this Agreement.
 - (b) If the County breaches any of the representations, warranties or covenants set forth in this Agreement, which breach inhibits the Department's ability to collect FFP.
 - (c) If legislation or regulations are enacted or a court of competent jurisdiction interprets a law so as to prohibit the continuance of this Agreement.
 - (d) If the parties fail to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

Article X GENERAL TERMS

- 10.1 **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.
- 10.2 **Amendments Necessary for Statutory or Regulatory Compliance.** In the event any change in applicable law or regulation affects the validity of any portion of this Agreement, the parties agree to negotiate in good faith to amend this Agreement to comply with applicable law or regulation. If the parties are unable to agree upon a mutually acceptable amendment within sixty (60) days, this Agreement shall automatically terminate.
- 10.3 **Audits and Records.**
- (a) **Right of Audit.** This Agreement and all books, records, and supporting documents related therefore shall be available for review or audit by State and federal officials, including the Department and its representatives, the Department's Office of Inspector General, the Illinois State Police Medicaid Fraud Control Unit, federal auditors, and the Illinois Auditor General, and other State and federal agencies with monitoring authority related to the Medical Assistance Program ("Authorized Persons"), and the County agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, the County 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 the County's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the County, the Department shall adjust future or final payments otherwise due to the County. If no payments are due and owing to the County, or if the overpayment(s) exceeds the amount otherwise due to the County, the County shall immediately refund all amounts that may be due to the Department.
 - (b) **Retention of Records.** The County shall maintain all business, professional, and other records in accordance with the specific terms and conditions of this Agreement and pursuant to generally accepted accounting practice. The County shall maintain, during the pendency of the

Agreement and for a minimum of six (6) years after the 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 the 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 as required by this Section 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.

10.4 **Choice of Law.** This Agreement shall be governed by and construed according to the laws and administrative rules of the State of Illinois. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims.

10.5 **Confidentiality.**

(a) **Confidentiality of Identified Information.** 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 has been reasonably identified either 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.

(b) **Confidentiality of Program Recipient Identification.** The County 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 by the County and its employees, by the County's corporate affiliates and their employees, and by the County's subcontractors and their employees, from unauthorized disclosure, pursuant to: 305 *ILCS* 5/11-9, 11-10, and 11-12; 42 *USC* 654(26); 42 *CFR* part 431, subpart F; and, *Illinois Rules of Court*.

10.6 **Notices.** All notices, requests and communications, unless specifically required to be given by a specific method, may be sent to the address or telecopier (facsimile) number set forth below by one of the following methods: (a) delivered in person, obtaining a signature indicating successful delivery; (b) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (c) sent by certified mail, obtaining a signature indicating successful delivery; or (d) transmitted facsimile, producing a document indicating the date and time of successful transmission. Either party may, at any time, give notice in writing to the other party of a change of name, address, or telephone or telecopier (facsimile) number.

To the County: County name _____
Address _____

Telephone: _____

Telecopier: _____

E-mail address: _____

To the Department: Department of Healthcare and Family Services
Bureau of Program and Reimbursement Analysis
201 South Grand Avenue East
Springfield, Illinois 62763-0001

Telephone: (217) 782-3953
Telecopier: (217) 524-2530
E-mail address: bpbra@illinois.gov

Article XI

Certifications

The County 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:

- 11.1 The County, 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.
- 11.2 The County 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).
- 11.3 The County is not participating or shall not 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).
- 11.4 The County 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).
- 11.5 The County 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).
- 11.6 The County 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).
- 11.7 The County 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).
- 11.8 The County 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."
- 11.9 The County 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 vendors 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)).

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

For the
County of McLean

For the
Department of Healthcare and Family Services

County Authorized Representative (Date)
Title _____

Barry S. Maram (Date)
Director of Healthcare and Family Services

County's FBIN: _____

Attachment A
Taxpayer Identification Certification

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

B. County:

C. County's Taxpayer Identification Number:

D. Grantee's Legal Status (*check one*):

Governmental

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

Signature of Authorized Representative

Printed Name and Title

Date _____

Members Renner/McIntyre moved the County Board approve a Request Approval of State of Illinois Intergovernmental Agreement between the Department of Healthcare and Family Services And McLean County regarding Medical and Behavioral Health Services - Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**RESOLUTION OF THE McLEAN COUNTY BOARD
SUPPORTING THE RECOMMENDATION TO FORM A
CRIMINAL JUSTICE COORDINATING COUNCIL
AND APPOINTING MEMBERS TO THE SAME**

WHEREAS, the McLean County Sheriff has undertaken a study of the management of the McLean County Adult Detention Facility from October 2008 to January 2009; and,

WHEREAS, the Chief Judge of the Eleventh Judicial Circuit, McLean County State's Attorney, McLean County Public Defender, McLean County Circuit Clerk and Director of the McLean County Court Services office have joined in that effort to review the management of the Adult Detention Facility and other elements of the criminal justice system within the County; and,

WHEREAS, the National Institute of Corrections has presented a Justice System assessment to the McLean County Sheriff on January 21, 2009; and,

WHEREAS, the National Institute of Corrections, in their report of January 21, 2009, recommended the creation of a Criminal Justice Coordinating Council to further examine the work of the justice system agencies, and through that study develop policies and procedures designed to benefit the citizens of McLean County through a more efficient and effective operation of said agencies; and,

WHEREAS, the above agencies and departments have agreed to further study the criminal justice system within the County and adopt the recommendation to form a Criminal Justice Coordinating Council for the above purpose; now, therefore,

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

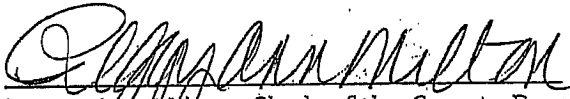
1. The McLean County Board hereby approves and adopts the Justice System Assessment provided by the National Institute of Corrections.
2. The McLean County Board hereby recommends and supports the establishment of a Criminal Justice Coordinating Council as described in the Assessment.
3. The McLean County Board hereby appoints the Chair of the County Board and the Chair of the Justice Committee to the Criminal Justice Coordinating Council.

4. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the McLean County Sheriff and the County Administrator.

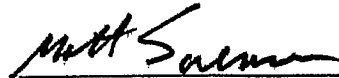
ADOPTED by the McLean County Board this 16th day of June, 2009,

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman
McLean County Board

Members Renner/Rackauskas moved the County Board approve a Request Approval of a Resolution of the McLean County Board Supporting the Recommendation to Form a Criminal Justice Coordinating Council and Appointing Members to the Same - Circuit Court. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

The General Report can be found on pages 92-101.

LAND USE AND DEVELOPMENT COMMITTEE

Member Gordon, Chairman, presented the following:

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
NOTICE OF INTENT
FOR GENERAL PERMIT FOR DISCHARGES FROM
SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS
(MS4s)**

Input forms in Word format are available
by via email.
marilyn.davenport@epa.state.il.us
or by calling the Permit Section at
217/782-0610
See address for mailing on page 4

For Office Use Only – Permit No. ILR40 _____

Part I. General Information

1. MS4 Operator Name: McLean County
2. MS4 Operator Mailing Address:
Street- 115 E. Washington St., P.O. Box 2400 City- Bloomington
State- IL Zip Code- 61702
3. Operator Type: County
4. Operator Status: Local
5. Name(s) of Governmental Entity(ies) in which MS4 is located: McLean County
6. Area of land that drains to your MS4 (in square miles): 2
5. Latitude/Longitude at approximate geographical center of MS4 for which you are requesting authorization to discharge:
Latitude: 40 30 30 Longitude: 88 58 58
DEG. MIN. SEC. DEG. MIN. SEC.
8. Name(s) of known receiving waters: *Attach additional sheets (Attachment 1) as necessary:*

1. <u>Sugar Creek</u>	2. <u>Money Creek</u>
3. <u>Kickapoo Creek</u>	4. <u>West Branch Sugar Creek</u>
5. <u>Six Mile Creek</u>	6. <u>North Branch Sugar Creek</u>
7. <u>Kings Mill Creek</u>	8. _____
9. _____	10. _____

9. Persons Responsible for Implementation/Coordination of Storm Water Management Program:

<u>Name</u>	<u>Title</u>	<u>TelephoneNo.</u>	<u>Area of Responsibility</u>
<u>Jerry Stokes</u>	<u>Assistant Eng.</u>	<u>309-663-9445</u>	<u>County Highways</u>
<u>Eric Schmitt</u>	<u>County Engr.</u>	<u>309-663-9445</u>	<u>County Highways</u>
<u>Phil Dick</u>	<u>Director</u>	<u>309-888-5160</u>	<u>Building & Zoning</u>
<u>Mike Behary</u>	<u>County Plnr.</u>	<u>309-888-5160</u>	<u>Building & Zoning</u>

Information required by this form must be provided to comply with 415 ILCS 5/39 (2000). Failure to do so may prevent this form from being processed and could result in your application being denied.

Part II. Best Management Practices (include shared responsibilities) Proposed to be Implemented in the MS4 Area

(Details of BMP implementation for each checked BMP number, e.g., A.1, E.2, is required in Part IV of this NOI.)

A. Public Education and Outreach

- A.1 Distributed Paper Material
- A.2 Speaking Engagement
- A.3 Public Service Announcement
- A.4 Community Event
- A.5 Classroom Education Material
- A.6 Other Public Education

B. Public Participation/Involvement

- B.1 Public Panel
- B.2 Educational Volunteer
- B.3 Stakeholder Meeting
- B.4 Public Hearing
- B.5 Volunteer Monitoring
- B.6 Program Coordination
- B.7 Other Public Involvement

C. Illicit Discharge Detection and Elimination

- C.1 Storm Sewer Map Preparation
- C.2 Regulatory Control Program
- C.3 Detection/Elimination Prioritization Plan
- C.4 Illicit Discharge Tracing Procedures
- C.5 Illicit Source Removal Procedures
- C.6 Program Evaluation and Assessment
- C.7 Visual Dry Weather Screening
- C.8 Pollutant Field Testing
- C.9 Public Notification
- C.10 Other Illicit Discharge Controls

D. Construction Site Runoff Control

- D.1 Regulatory Control Program
- D.2 Erosion and Sediment Control BMPs
- D.3 Other Waste Control Program
- D.4 Site Plan Review Procedures
- D.5 Public Information Handling Procedures
- D.6 Site Inspection/Enforcement Procedures
- D.7 Other Construction Site Runoff Controls

E. Post-Construction Runoff Control

- E.1 Community Control Strategy
- E.2 Regulatory Control Program
- E.3 Long Term O&M Procedures
- E.4 Pre-Const Review of BMP Designs
- E.5 Site Inspections During Construction
- E.6 Post-Construction Inspections
- E.7 Other Post-Const Runoff Controls

F. Pollution Prevention/Good Housekeeping

- F.1 Employee Training Program
- F.2 Inspection and Maintenance Program
- F.3 Muni Operations Storm Water Control
- F.4 Municipal Operations Waste Disposal
- F.5 Flood Management/Assess Guidelines
- F.6 Other Municipal Operations Controls

Information required by this form must be provided to comply with 415 ILCS 5/39 (2000). Failure to do so may prevent this form from being processed and could result in your application being denied.

Part III. Qualifying Local Programs

Attach additional sheets (Attachment 2) as necessary:

(Describe any qualifying local programs that you will implement in lieu of new permitting requirements.)

1. Public Education and Outreach:

See attached McLean County Stormwater Management Plan.

2. Public Participation/Involvement:

See attached McLean County Stormwater Management Plan.

3. Illicit Discharge Detection and Elimination:

See attached McLean County Stormwater Management Plan.

4. Construction Site Runoff Control:

See attached McLean County Stormwater Management Plan.

5. Post-Construction Runoff Control:

See attached McLean County Stormwater Management Plan.

6. Pollution Prevention/Good Housekeeping:

See attached McLean County Stormwater Management Plan.

Part IV. Measurable Goals (include shared responsibilities) Proposed to be Implemented by the MS4

Attach additional sheets (Attachment 3) as necessary

(BMP No. should match that checked in Part II of this NOI. The applicant may repeat the same BMP No. where more than one BMP of similar type is to be implemented. Where necessary, attach additional sheets to provide more detail on each specific BMP.)

BMP No. _____

Brief Description of BMP: See attached Storm Water Management Plan for the BMP's and goals.

Measurable Goal(s), including frequencies: _____

Milestones: Year 1: _____
Year 2: _____
Year 3: _____
Year 4: _____
Year 5: _____

BMP No. _____

Brief Description of BMP: _____

Measurable Goal(s), including frequencies: _____

Milestones: Year 1: _____
Year 2: _____
Year 3: _____
Year 4: _____
Year 5: _____

BMP No. _____

Brief Description of BMP: _____

Measurable Goal(s), including frequencies: _____

Milestones: Year 1: _____
Year 2: _____
Year 3: _____
Year 4: _____
Year 5: _____

BMP No. _____

Brief Description of BMP: _____

Measurable Goal(s), including frequencies: _____

Milestones: Year 1: _____
Year 2: _____
Year 3: _____
Year 4: _____
Year 5: _____

Part V. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

Authorized Representative Name and Title	Signature	Date
<u>Matt Sorensen, County Board Chair</u>	<u><i>Matt Sorensen</i></u>	<u>6-16-2009</u>

Mail completed form to:

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF WATER POLLUTION CONTROL
ATTN: PERMIT SECTION
POST OFFICE BOX 19276
SPRINGFIELD, ILLINOIS 62794-9276**

McLean County Storm Water Management Plan

Executive Summary

The County of McLean is required to submit a storm water management plan (SWMP) in accordance with United States Environmental Protection Agency (USEPA) law. The document outlines the McLean County's program to develop, implement and enforce a storm water management program designed to reduce the discharge of pollutants to the maximum extent practicable, to protect water quality, and to satisfy the appropriate requirements of the Federal Clean Water Act (CWA) in accordance with the USEPA Phase II program. The SWMP addresses the six minimum control measures as required by state regulations. The plan also identifies McLean County's authority to implement the general permit. The Notice of Intent (NOI) and SWMP were approved by McLean County on **June 16, 2009**.

Legal Authority

The County of McLean has the fiscal resources to fully implement its Stormwater Management plan. However, the County of McLean is not a 'Home Rule' government agency and accordingly has limitations on its regulatory legal authority. The County of McLean will exercise that regulatory authority it has to the maximum extent practicable and allowable under State and local law.

Permit Coverage Area

The storm water management plan traverses all areas within the Bloomington-Normal Urbanized Area. The combined jurisdictions represent approximately 120,000 residents, approximately 765 miles of roadways and a number of storm water outfalls discharging to the waters of Sugar Creek, Little Kickapoo, Money Creek, Six Mile Creek, and Kings Mill Creek.

The City of Bloomington and the Town of Normal shall be responsible for the portions of the urbanized area within their respective jurisdiction. The County of McLean shall, with the respective townships, be responsible for the unincorporated areas within the urbanized area as delineated on the 2000 Census Map. The goals of the Stormwater Management Plan shall be pursued through the cooperative efforts of all government agencies within the urbanized area.

Reporting Requirements

McLean County will submit its required report annually during the term of the permit cycle. The report will include the status of compliance with the permit conditions, an assessment of the appropriateness of the BMPs and progress towards achieving the measurable goals for each of the six minimum control measures. A summary of the activities McLean County will undertake during the reporting cycle and any changes to BMPs or measurable goals and all relevant data obtained during the reporting period.

Storm Water Management Program

The plan outlines the six minimum control measures, which are expected to result in reductions in pollutants discharged within McLean County. The identified water quality pollutants are fecal coliform, oil and suspended solids. The six minimum controls will address the identified water quality pollutants.

The six minimum controls are:

- 1) Public Education/Outreach
- 2) Public Participation/Involvement
- 3) Illicit Discharge Detection/Elimination
- 4) Construction Site Runoff Control
- 5) Post Construction Runoff Control
- 6) Pollution Prevention/Good Housekeeping.

Each measure will be addressed separately below:

#1 PUBLIC EDUCATION and OUTREACH

The Stormwater Committee has chosen a mix of best management practices (BMPs) to address the fecal coliform, grease and oil, household and lawn/garden chemicals that could potentially end up in local streams or creeks. This control measure will target homeowners, restaurateurs, industry and the general public. An informed and knowledgeable community is crucial to the success of the storm water management program. As the public becomes aware of the personal responsibilities expected of them and others in the community, including the individual actions they can take to protect or improve the quality of area waters, a greater compliance with the storm water program will result. The plan has two major initiatives: the formation of partnerships and the use of educational materials.

Education Materials and Strategies

The Ecology Action Center will provide program information, give residents an opportunity to share resources and participate in activities and events in regard to local environmental issues: greenways, bikeways, natural conservation areas, recycling and water quality issues. Education topics might include the benefits of recycling and opportunities for enhancing greenways.

The educational materials will include, but will not be limited to, the following:

- 1) Brochures
- 2) Alternative information sources (websites, bumper stickers, posters etc..)
- 3) A library of educational materials
- 4) Portable Stormwater Informational Display/Exhibit

Reaching Diverse Audience

The public education program by the Ecology Action Center will use a variety of strategies in which to reach a diverse audience. Mass media campaigns will use a mix of media to generate a watershed message to our audience. Our local strategies will use television and radio ads, including multilingual posters.

The school education program by the Ecology Action Center will target school age children. The programs will teach students the water cycle, the watershed, the benefits of composting and storm water runoff.

The education effort would target homeowners about proper septic system maintenance, proper disposal of used motor oil, chemicals pesticides and household products.

Measurable Goals for Public Education and Outreach

Target Date BMP Activity

7/09-6/10

1. Establish storm water hotline with Bloomington & Normal and the McLean County Health Department
2. In cooperation with Ecology Action Center and the County Health Department provide informational materials at appropriate venues such as home shows, fairs, Earth Day and Conservation Day.

7/10-6/11

1. Continue school visits by EAC
2. Provide information to homeowners on proper fertilizer and pesticide use.

7/11-6/12

1. 12% of the school age kids educated.
2. Provide information to homeowners on proper fertilizer and pesticide use.

7/12-6/13

1. 12% of the school age kids educated.
2. Provide information to homeowners on proper fertilizer and pesticide use.

7/13-6/14

1. 12% of the school age kids educated.
2. Provide information to homeowners on proper fertilizer and pesticide use.

#2 PUBLIC PARTICIPATION/INVOLVEMENT

Support by the citizenry is crucial to the success of the storm water management plan. The measure will involve all socio-economic groups. The public participation program is a key component of the public education measure. Broader public support in the development and decision making process will minimize potential legal challenges.

Strategies

Public meetings will provide an opportunity to discuss various viewpoints and provide input concerning appropriate storm water management policies and BMPs. Community cleanup projects for local streams, riparian corridors, trails, highways, streets, open space and parks will be targeted.

McLean County will continue their Adopt-A-Highway Program to allow community groups or organizations to volunteer to clean roadway right-of-way.

The Ecology Action Center will coordinate the efforts to mark stormwater inlets and conduct the "Yard Smart Program" to involve homeowners on ways to maintain their yards by reducing lawn chemical applications, installing raingardens or rainbarrels.

Measurable Goals for Public Participation/Involvement

Target Date BMP Activity

7/09-6/10

1. Initiate inlet stencil program.
2. Establish stormwater hotline.

7/10-6/11

1. 20% of neighborhood inlets stenciled.
2. Document the number of calls received by hotlines and other means.
3. Document the number of problems/incidents resolved as a result of complaints.

7/11-6/12

1. 40% of neighborhood inlets stenciled.
2. Document the number of calls received by hotlines and other means.
3. Document the number of problems/incidents resolved as a result of complaints.

7/12-6/13

1. 60% of neighborhood inlets stenciled.
2. Document the number of calls received by hotlines and other means.
3. Document the number of problems/incidents resolved as a result of complaints.

7/13-6/14

1. 80% of neighborhood inlets stenciled.
2. Document the number of calls received by hotlines and other means.
3. Document the number of problems/incidents resolved as a result of complaints.

#3 ILLICIT DISCHARGE DETECTION and ELIMINATION

The illicit discharge detection measure will involve both municipal staff and local citizens. Each jurisdiction will locate illicit discharge problems areas through public complaints, visual screening and dry weather screening methods. The program will work to detect and eliminate illicit discharges.

Strategies

The local Geographic Information System (GIS) will be used to map the location of all storm sewer outfalls and all the waters that receive storm water discharges. The GIS will also allow the input of citizen complaints and dry weather screening and monitoring data.

Measurable Goals for Illicit Discharge Detection and Elimination

Target Date BMP Activity

7/09-6/10

1. Document the number of citizen complaints of illicit connections and the results of actions taken.

7/10-6/11

1. Disconnection of any identified illicit discharges.
2. Document the number of citizen complaints of illicit connections and the results of actions taken.

7/11-6/12

1. Disconnection of any identified illicit discharges.
2. Document the number of citizen complaints of illicit connections and the results of actions taken.

7/12-6/13

1. Disconnection of any identified illicit discharges.

2. Document the number of citizen complaints of illicit connections and the results of actions taken.

7/13-6/14

1. 100% of mapping efforts completed.
2. 70% of determined illicit sources disconnected
3. Document the number of citizen complaints of illicit connections and the results of actions taken.

#4 CONSTRUCTION SITE RUNOFF CONTROL

McLean County recognizes that construction sites can deposit a significant amount of silts and sediments in a short period of time. The Phase II rules require McLean County to develop a storm water management program. McLean County has adopted an Erosion and Sediment Control (ESC) as part of their Land Subdivision Ordinance to reduce construction pollutants in its storm water runoff. The ordinance requires developers, builders or owners to submit a plan that contains measures to reduce soil erosion.

McLean County's Zoning Ordinance also requires ESC for construction sites when building permits are issued with disturbance of 5,000 square feet or more. Erosion and sediment control measures shall also be provided for stockpiles that remain in place for more than three days.

Sites will then be inspected to ensure that the developers, builders and owners are in compliance with the erosion and sediment control plan. Staff will also try to insure that all developments have an NPDES permit for erosion and sediment control.

Measurable Goals for Construction Site Runoff Control

Target Date BMP Activity

7/09-6/10

1. Continue implementation and enforcement of the ESC plan per the McLean County Subdivision ordinance.
2. Make inspections of construction sites for compliance with NPDES permits.

7/10-6/11

1. Continue implementation and enforcement of the ESC plan per the McLean County Subdivision ordinance.
2. Continue inspections of construction sites for compliance with NPDES permits.

7/11-6/12

1. Continue implementation and enforcement of the ESC plan per the McLean County Subdivision ordinance.
2. Continue inspections of construction sites for compliance with NPDES permits.

7/12-6/13

1. Continue implementation and enforcement of the ESC plan per the McLean County Subdivision ordinance.
2. Continue inspections of construction sites for compliance with NPDES permits.

7/13-6/14

1. Continue implementation and enforcement of the ESC plan per the McLean County Subdivision ordinance.
2. Continue inspections of construction sites for compliance with NPDES permits.

#5 POST-CONSTRUCTION RUNOFF CONTROL

McLean County is planning to develop a Stream Buffer Ordinance, which includes, but is not limited to, the 100-year flood plain.

Structural BMPs shall include the use of wet and dry retention basins, which will principally be used in the urban environment.

Measurable Goals for Post Construction Runoff Control

<u>Target Date</u>	<u>BMP Activity</u>
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7/09-6/10

1. Continue policy of construction and maintenance of wet/dry detention basins.
2. Develop Stream Buffer Zone ordinance

7/10-6/11

1. Continue policy of construction and maintenance of wet/dry detention basins.
2. Document the amount of acreage preserved as buffers.

7/11-6/12

1. Continue policy of construction and maintenance of wet/dry detention basins.
2. Document the amount of acreage preserved as buffers.

7/12-6/13

1. Continue policy of construction and maintenance of wet/dry detention basins.
2. Document the amount of acreage preserved as buffers.

7/13-6/14

1. Continue policy of construction and maintenance of wet/dry detention basins.
2. Document the amount of acreage preserved as buffers.

#6 POLLUTION PREVENTION/GOOD HOUSEKEEPING

The McLean County Pollution Prevention/Good Housekeeping Measure for municipal operations program goal is to reduce pollutant runoff from municipal operations. The vehicle maintenance program requires that all County Highway Department operated vehicles be regularly inspected to eliminate the amount of oil, grease, and fluid leaks. A program for the inspection of storm drains will be developed.

Measurable Goals for Pollution Prevention/Good Housekeeping

Target Date BMP Activity

7/09-6/10

1. Review vehicle maintenance program.
2. Continue research of road salt alternatives
3. Develop inspection program for stormwater inlets.

7/10-6/11

1. Implement vehicle maintenance program.
2. Continue to research road salt alternatives
3. Implement inspection program for stormwater inlets.

7/11-6/12

1. Continue vehicle maintenance program.
2. Continue to research road salt alternatives
3. Inspect 20% of stormwater inlets.

7/12-6/13

1. Continue vehicle maintenance program.
2. Continue to research road salt alternatives
3. Inspect 20% of stormwater inlets.

7/13-6/14

1. Continue vehicle maintenance program.
2. Continue to research road salt alternatives
3. Inspect 20% of stormwater inlets.

Members Gordon/Cavallini moved the County Board approve a Request Approval of an application for a storm sewer discharge permit and an update of the Storm Water Management Plan to be submitted to the Illinois Environmental Protection Agency (IEPA). Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon, Chairman, presented the following:

Mining and Quarrying Text Amendment
McLean County Zoning Ordinance, Article 6 Section 602.19

19. ~~Landfills (if not a regional pollution control facility) Mining and Quarrying: Landfills facilities which are not a regional pollution control facility as defined by the State of Illinois Mining and quarrying operations shall be subject to the following standards.~~

A. Development Plan and Minimum Site Area: A development plan shall include a map showing the following information: 1) the location of all property lines, existing roads/road centerlines, easements, utilities, waterways other significant features; 2) existing contours with an interval of no more than two feet; 3) uses of adjacent land 4) excavation lines in relation to property lines; 5) ingress and egress during operation; 6) truck loading area and circulation route; 7) scale house, crusher, sorting/classifying equipment; 8) stockpiles of mined materials and overburden; and 9) berms containing overburden/top soil.

A minimum site area of 35 10 acres shall be required.

B. Entrances: There shall be no more than one entrance way from a public road street for each 660 feet of street frontage. A traffic study shall be required if deemed necessary by the County Engineer. Entrances onto the site shall allow sufficient vehicle reservoir space so that vehicles waiting to enter the site are not located on the public right-of-way.

C. Hours of Operation: Uses shall not operate before sunrise or after sunset if located within 1,000 2,000 feet of the boundaries of a residence district R-1 or R-2 zoned property or any existing dwelling.

D. Setback Distances: No digging or excavating shall occur within 50 feet of any lot line, or 80 feet from the centerline of a township road, 90 feet from the centerline of a collector street or County Highway or 100 feet from the centerline of an arterial road or state highway, whichever is greater, unless said lot line abuts a railroad right-of-way.

E. Separation Distances from a Residence District, in the County or in a municipality including the R-1 and R-2 Districts, and Schools, Elementary, Middle or High:

(1) Residential Separation: A mine Mines and quarries involving the extraction of sand, gravel and top soil; including storage piles, washing, screening, crushing, loading and hauling as accessory uses shall require the following separations.

The separation requirement shall be 1,000 feet from a residence district or school lot as measured to the excavation area. Conveyor belts or slurry lines for the transport of excavated material from an excavation area shall have the same 1,000 foot separation requirement. The loading and hauling of top soil from an excavation shall have the same 1,000 foot separation requirement except where top soil is being placed as a berm as shown on the development plan.

The separation requirement shall be 2,000 feet from the nearest residence district or school lot as measured to storage piles, washing, screening, crushing, loading, hauling and other activity areas.

Operations shall comply with performance standards set forth herein for the M-1 Restricted Manufacturing District. A berm consisting of overburden/top soil with a side slope no steeper than three to one is exempt from the separation distance requirement if shown on the development plan. ~~crushing, loading, hauling, storage or cutting of stone shall not be located within one and one-half miles of an R-1 or R-2 zoned property.~~

(2) A quarry for the extraction, crushing, loading, hauling, storage, blasting, or cutting of stone shall be three miles from the nearest residence district or school lot as measured to any part of the quarry operation. Operations shall comply with performance standards set forth herein for the M-2 General Manufacturing District. A landfill, mine or quarry involving extraction operations only shall not be located within 1,000 feet of an R-1 or R-2 zoned property.

(3) A shaft mine for the extraction, crushing, loading, hauling, storage, washing and sorting of coal and other minerals shall be three miles from the nearest residence district or school lot as measured to any part of the shaft mine operation. Operations shall comply with performance standards set forth herein for the M-2 General Manufacturing District.

~~(2) Airport Separation: No sanitary landfill may be established, operated, maintained within 2 miles of the airport boundary.~~

F. Paving and Dust Control: All roads, driveways, parking lots and loading and unloading areas within 100 feet of any lot line shall be graded and paved with an approved concrete or asphalt/concrete surface so as to limit adjoining lots and public roads from the nuisance caused by wind-borne dust.

All roads, driveways, parking lots and loading and unloading areas not required to be paved shall be kept in as dust-free condition as

possible, using application of dust-inhibitors, if necessary so as to limit the nuisance caused by wind-borne dust from adjoining lots and public roads. The operator is required to provide additional dust control when requested to do so by the Director of Building and Zoning.

- G. Slopes: The slope of material in any excavation shall not exceed the normal angle of repose or 55 degrees, whichever is less.
- H. Buffers and Fences: Where adjacent to or across the road from a residence district or school lot when any open excavation will have a depth of ten feet or more and create a slope of more than 30 degrees, there shall be erected a fence of not less than six feet in height with suitable gates where necessary, effectively blocking access to the area in which such excavation is located. Such fences shall be located 50 feet or more from the outside edge of the excavation. Fences shall be adequate to prevent trespass. ~~and shall contain warning signs spaced no more than 100 feet apart to be visible along the entire length of said fences~~

A buffer of 50 feet in width shall be provided around the site on which no mining or accessory activity can occur. A berm may be located within the buffer if shown on the development plan.

- I. Storm Water Management: A storm water management plan shall be required that complies with the provisions for storm water retention/detention basins in the McLean County Land Subdivision Ordinance.
- J. Site Restoration: The following restoration requirements shall apply to all excavation uses.
- (1) Restoration Plan: Before approval of a special use permit for an excavation use, the operation shall submit to the Director of Building and Zoning a detailed plan for restoration of the site, including information on the anticipated future use of the restored land, ~~existing and~~ proposed final contours with an interval of no more than two feet. The plan shall include type and number per acre of trees or shrubs to be planted, and the location of future roads, drives, drainage courses, or other improvements contemplated. A residential concept plan, as defined in Article 8, shall be provided if the proposed mining operation is in such a growth area as shown in the County or a municipal comprehensive plan. The final slope of the excavated areas above the water line shall not exceed a slope of three to one (3:1).
 - (2) The restoration plans shall be filed with and approved as part ~~of the special use permit application before quarrying or~~

removal operations begin. The plans shall be prepared by a soil or geological engineer.

- (3) Bonds: Unless a reclamation bond is submitted to the Illinois Department of Mines and Minerals, before the issuance of any special use permit, the owner of the operation shall execute a bond sufficient to ensure restoration of the site in accordance with the approved restoration plan. Such bonds shall be a part of the special use application ~~and shall be approved by the County Board as to form, sufficiency and manner of execution~~. Said bonds shall run for the same term as the term of the special use permit and any renewals.
- (4) Water Quality: In restoration, no filling operations shall be permitted which will likely result in contamination of ground or surface water, or soils, through seepage of liquid or solid waste or which will likely result in the seepage of gases into surface or sub-surface water or into the atmosphere.
- (5) Appearance: The restoration plan shall provide that all areas within any single development be rehabilitated progressively as they are worked out or abandoned to a condition of being entirely lacking in hazards, inconspicuous, and blended with the general surrounding ground form so as to appear reasonably natural or they shall be restored pursuant to an approved restoration plan.
- (6) Top Soil and Fill: Where topsoil is removed, sufficient arable soil shall be set aside for reclamation of the premises and shall be re-spread over the premises after the operation. The area shall be brought to final grade by a layer of earth of two feet or original thickness, whichever is less, capable of supporting vegetation. The area shall be seeded or sodded in a manner approved by the County Board. Fill shall be of a suitable material approved by the County Board as part of the special use permit application.

Chairman Sorensen stated: As a point of clarification I want to make sure everybody is very clear; this is a request of this Board to send this item to ZBA for public hearing, public input, and possible amendments at that point.

Member Gordon stated: Yes, what we do here this morning is not the last word; it is in fact the second round. It came through the Land Use Committee as you know, as we all know it goes to ZBA, a public hearing will then follow, and action taken by the ZBA has no limits to it. The ZBA may make changes, may propose changes, and vote on them. That in effect becomes a recommendation upon which we will subsequently act.

Chairman Sorensen stated: So what we are really doing is we are advancing a staff draft and acknowledging as a Board that we think this part of the overall Ordinance deserves some attention.

Member Gordon stated: Yes.

Chairman Sorensen stated: Open for discussion, we've got a motion Gordon, second Segobiano.

Member Renner stated: I just wanted to thank the indulgence of Chairman Gordon, because I am obviously not on the Land Use Committee, and he allowed me to speak back in April. During March I had sent an email and chatted with Phil Dick about this particular issue, clearly we had a gravel pit issue back at the end of 2008 early 2009 and my attempt was to try to move us from confusion to clarity. As I read the Ordinance I thought it meant what it said, sort of more literally, that a mile and one-half was the limit. Clearly that is not the only interpretation of that, and so regardless of what the, whether it's a mile and one-half, mile, whatever, we should be clear on this. So again, I do thank the Chairman for his indulgence. I also was however unable to attend that last Land Use Committee meeting, I was out of town. So I'm operating on the minutes and I do actually have a question, if I may, of Mr. Dick.

Member Sorensen stated: Without objection from the Board, that is fine. No objections heard.

Member Renner stated: I'm on page 127 and it's actually on page five of the minutes and again I apologize I wasn't there so I don't know how much was elaborated. Beginning with paragraph Ms. Ahart asked Mr. Dick how the change in the Zoning Ordinance went from 500' set back to a mile and one-half set back. We kind of go through to the very end of that paragraph. It is his opinion that mining should be allowed within 500' of a residential district. Again, I don't see from this the particular evidence that maybe you used in coming to that conclusion, I guess obviously we have some anecdotes, but moving on anecdotes in terms of the existing systematic research in public policy, public administration, or the science journals. Is it the case that this is fairly settled research? That being 500' or a mile and one-half is pretty much the same from a gravel pit?

Mr. Dick stated: I don't believe it is settled.

Member Renner stated: As an Elected Official voting I feel like I have to be prepared to justify to my constituents that I'm potentially voting for something that would put a gravel pit within 500' of your house, or 1,000', whatever the interval might be, as opposed to a mile and one-half. So this weekend if you want to go out and have a backyard barbeque with your family and friends, and maybe you are cooking hot dogs and burgers outside, that is really the same as being a city block away from a gravel pit that mile and one-half would be. In addition to the quality of

life issue it seems to me the evidence on the impact of property values and sales is something that would be important. Can I really go back and say hey if you also decide this weekend you want to put your house on the market that you face the same economic structure, the same down sloping demand curve that you would face if you were a mile and one-half from the gravel pit. From the stand point of being an Elected Official, making a clear change in something, I'm looking for something that gives me strong systematic evidence.

Mr. Dick stated: I'd like to clarify where I was coming from with the 500', and that was basically up until 2000, the requirement in our Zoning Ordinance was that a gravel pit needs to be 500' from a R1 or R2 zoning district.

As far as clarification how close mining should take place to a residents district, I just would like to remind the Board that when they dug the detention pond at Jumers, they actually mined gravel from that facility, when they built the lake at Fox Creek subdivision, they actually mined gravel out of that facility and often if you do a real strict interpretation of where you can mine gravel and were you cannot, you would have a difficult time making a detention basin in some of these subdivisions. One of the things that occurred at the Land Use Committee that you missed was we did show some photos of where the mining is taking place in this community, basically along the rivers out of town and the flood plains. We also showed some photos in Carmel, Indiana where they are actually doing mining in the midst of an urban area.

The point I was trying to make was to clarify that sometimes there is a gravel resource that is close to the urban area that can be taken advantage of and we don't necessarily have to haul the gravel from a great distance, and we can take advantage of infrastructure that is in place and make conditions for gravel pits that it isn't necessarily an imposition on property values. I didn't really mean to indicate in my testimony that it should be within 500' but I thought the Ordinance as was stipulated up until 2000 was actually not too far off base.

Chairman Sorensen stated: I think again and this is an excellent point that Chairman Renner brings up, it is the role of this Board through the conversation today to send some direction to the ZBA about which specific points and issues in this draft we would like them to secure additional information about. Right, so I think there is actually, and I don't know what the discussion is going to bring for us today, but I'm more inclined to suggest that this discussion should be focused on the things that we would like the ZBA to try to get better information around, to get science around, and to get testimony around. As opposed to us trying to interpret what we think the right answers are.

Member Wendt stated: What prompted in 2000 the mile and one-half?

Member Dick stated: The Zoning Ordinance was being amended by consultants and the draft by the consultants showed that under those requirements, if you were doing a gravel pit that didn't actually move any of the material off-site it was 1,000', but if you were to actually move material off site it was one mile and one-half. So you would never have a gravel pit where you never move the material off site, so it essentially meant that it was one mile and one-half and when we initially viewed that, we never had to apply it because we hadn't had any applications where the proposed gravel pits were, the applications weren't as close as a mile and one-half. So we didn't have to make a strict interpretation, so that's why we hadn't noticed it. There was never any discussion at the time that gravel pits were going to be a mile and one-half from the resident's district in 2000 when that Zoning Ordinance was amended.

Chairman Sorensen stated: Other questions, comments, or discussion.

Member O'Connor stated: When we're talking about, on page 126, the leading landfills as part of these regulations, do we have a separate group of Ordinances then for landfills? Where do they fall?

Mr. Dick stated: When they are regional pollution control facilities, which they are, they are handled under a different review and the public hearings are conducted under the Land Use and Development Committee and the direction of Mr. Eric Ruud, Civil State's Attorney. We deleted it from the Zoning Ordinance because it never would apply.

Member Wollrab stated: Would it always be the case, in McLean County, that sand and gravel was wet when it was mined?

Mr. Dick stated: The operations in recent years all are.

Member Wollrab stated: Is there something in the Ordinance that would address a situation where in the event that there was one that was not going to be wet when it was mined that there would be some different restrictions than that?

Mr. Dick stated: The reason it would almost always, and I don't know if always, but there isn't a condition under which that wouldn't occur, although because of the gravel located along waterways the water table is usually relatively shallow. Now, conceivably if it was a real dry decade or something like that there wouldn't be any water there. At this time there is not a condition for that. The County Administrator did indicate to me that we can mandate dust control.

Chairman Sorensen stated: Other questions?

Member Rankin stated: Many of you may have read the minutes and I had some very specific misgivings about the writings of this Ordinance. I did in the meeting and I will again, thank Mr. Dick for some very tireless effort to correct an Ordinance that was previously very ambiguous there still are some ambiguities I believe that exist in it but overall the entirety of the Ordinance does a pretty good job of clarifying some problems that were there prior from 2000 on.

I do however, in my discussions with my constituents, and in the minutes you will notice that I said in my brief career so far on the County Board. So far there has been no issue that I have received more telephone calls now somewhere in the neighborhood of 200. Not one single one of my constituents has been in support of this. It has been overwhelming and much of the problem is this is indicative of an envy argument, that it's people are okay with gravel pits until it is in their backyard, then they seem to have a very, very serious problem with them and being I represent the people of District 9, specifically in precinct 35, where is the direct result of the impact of this, I felt there were some parts of the proposed Ordinance, specifically, 19 E 1 and the distances.

You will notice in the minutes I did propose to the Land Use Committee to change the 1,000 and 2,000 which I believe have a tendency to be difficult to enforce. They are not very clear. It makes it difficult to understand where you measure a certain thing from, 1,000; 2,000, what can go where, how can it be construed. I think that as far as a governing philosophy that we have to

govern under a sense of common sense and I have said numerous times to my constituents that I believe the common sense angle here is that we make this Ordinance as simple and as easy to follow for all people involved. I would move to correct and to amend the Ordinance 19 E 1 and change all of the numbers in that section to reflect one-half mile from property line to property line, instead of the 1,000; 2,000 differences. For a couple of reason, it clarifies a confusing Ordinance, it is easier to enforce, and is easier to see when there is a violation. It is no matter what anybody might want to suggest, it is a compromise from the mile and one-half as it was set. Most of my constituents, when I spoke with them they were concerned that going from a mile and one-half to 1,000; 2,000 were way too much of a compromise. I feel and others I have spoken with feel that a mile and one-half property line to property line would be acceptable and I would move to amend. One-half mile, see I got a little uppity there, numbers, I'm a political scientist.

Chairman Sorensen stated: We have an amendment motion on the floor to discuss we have to have a second. Second Renner, discussion on the amendment.

Member Rackauskas stated: I guess I don't understand why we would do amending at this time.

Chairman Sorensen stated: It probably would have been my preference to let the ZBA figure out the math and to do that. Member Rankin is within his rights to offer an amendment.

Member Owens: I'd like to thank Member Gordon for clarifying what we were actually doing here today. I could go either way on this, I will support the amendment, for several reasons, I have not heard from as many people as Mr. Rankin has but the people I have heard from have said that they thought a half-mile was easier to calculate. So, dealing with that also and feeling that we are making this simple but again this is recommendations and the comment was made that maybe sending information to the ZBA that we would like them to look at, I think this clarifies and shows the ZBA to look at this more strongly. So again with that, I will support the amendments but if it fails I will support what the staff has recommended that goes to the ZBA.

Member Gordon stated: I sought recognition to again to try to clarify what language specifically the amendment addresses. It seems to me that on top of page 117 in our packet, 19 E 1 starting at the bottom of 160, the first two paragraphs are the subject of attention here. Is that correct?

Member Rankin stated: The second, actually two and three.

Member Gordon stated: I'm sorry, on page 117 the second and third paragraphs in section one, so that the proposed amendment would have it read something to the effect that the separation requirement shall be one-half mile from a residents district or school lot as measured from property line to property line. Does that capture not only the meaning but the specific wording?

Member Rankin stated: Yes.

Member Gordon stated: Thank you, I wanted to make sure we are clear so we know what we are voting on and the ZBA can certainly consult, if it wishes to, consult the minutes from today's meeting no matter how this vote turns out.

Member Segobiano stated: I am going to oppose the amendment for several reasons. First of all, the question in regard to the 1,000' that is currently being proposed and our failure to discuss

this in our May 4th Land Use Committee Meeting, due the absence of one member, I took the advantage to contact our former Administrator John Zeunik to discuss the issues with him and bring my concerns to him. Following that meeting I also met with Director of Building and Zoning Phil Dick. I had all my questions answered at that time. In fact Mr. Zeunik indicated to me we had consultants come out of Chicago and it was not their concern about the 1,000' out in the County it was the expansion of City limits of Bloomington/Normal where the 1,000' came into play. They wanted gravel pits to be 1,000' from the City limits of Bloomington/Normal and that's how that came in. John at that time also went in to explain and give me statistics that we have never, never received complaints about the distance of extraction of gravel that lies here in McLean County, so that's the information I received in regards to the 1,000'.

I think this amendment as well as the whole discussion was heard in Land Use and I think at that time, I want to go back to my meeting with Mr. Zeunik; he really applauded the effort of Phil Dick and his staff. It was just mentioned here a moment ago about going to Carmel, Indiana, a very, very rich subdivision in Indianapolis, where mining takes place almost in peoples' backyard. Not that they are not concerned about the safety of their citizens, but the well being of that area and minerals that lie there. I think the staff, that's why we hire the staff to rely on their expertise, as well as appointed Members of the Zoning Board of Appeals to those individuals who have heard case after case and apply their expertise to this. That is why we are here today, this case has been heard in Land Use and the recommendation was forwarded to the Board for a pass on to the ZBA and I'm willing to do that without amendments and let them take a good clear look at this.

Now in regards to being fair to our constituents, I'm proud to sit here and say I just won a big election, 60/40, and I come from the same district as Mr. Renner. One block from my house to the west is a gravel pit. Two blocks to the north is two gravel pits, one of them has been turned into a very, very nice park, with a nice lake and a walking path around it, thoroughly enjoyed by the people. You can go out there and see barbeques going on weekend after weekend. It never lost any children out there; it was never a detriment to the community. People raise their children in that area, three gravel pits within two blocks that lie within my district. It was not a detriment but it was an asset to the northwest side of Bloomington. I think we need to take the expertise of our Zoning Office and our ZBA. Let them take a look at this, come back and we'll have the final wack at it.

Member Rackauskas stated: My concern here is we turn this into a public hearing and that is not what it is supposed to be. I don't mind if we voice concern, but when we get down to specific numbers now in amendments, we are defeating the purpose of what this is and where it should be going. It should be going to the Zoning Board and then they hassle through the exact specifics and numbers. We can highlight areas and I have no problem with that. I'm not stating my opinion for or against any of the particulars of this Ordinance; I'm just saying it needs to go to the ZBA without amendments. We may highlight, they'll get the information in our minutes am I correct?

Chairman Sorensen stated: Sure.

Member Rackauskas stated: I'd rather see that happening, than for us to start amending this here.

Member Renner stated: Either way we are specifying something specific, and actually Land Use was divided three to three on whether or not it should be the half-mile or the 1,000'.

So I think either way we are providing them with some specifics, the question is what do we want that number to be. It is not neutral to say 1,000' as opposed to say one-half mile. I guess what I am suggesting is, it may very well be a nimbi factor, but in a County that is the size of Rhode Island, we're 1,200 square miles, I don't think one-half mile is too unreasonable to have a little bit of elbow room, and that's why, that is part of what I am suggesting and why I am supporting Eric's amendment. It seems that a half-mile is suggesting we want a little elbow room as you are going through this does this seem reasonable. If it is 1,000' I don't know if it gives us as much elbow room.

Member Gordon stated: Thank you Mr. Chairman. In response to the concerns of Member Rackauskas, I certainly am sympathetic to the point she is raising, but I would suggest also that as Elected Officials who are required or obligated to be in the track here, in the path, I'd rather have full consideration of an area that may be the area of greatest concern as opposed to simply forwarding without review the well thought out recommendations of staff. I certainly commend again as done before this morning, I certainly commend Mr. Dick and the staff of the Building and Zoning office. But, the alternative to what you just suggested would be that we send this forward, the ZBA may send it back as is and then we are at a meeting sometime down the line, no sooner than after the August meeting of the ZBA, and then this discussion would take place. I'd rather have this discussion now partly so that it is on the record, regardless of how the vote turns out. The ZBA can certainly then do what it wishes to do after the public hearing, but in the course of the public hearing, because they have that authority to do so, but it's a better forum recommendation coming to the ZBA if this discussion is today as well. I'm not trying to preempt the ZBA. We have a legal role to play here, and I'd like certainly for the record if nothing else, I'd like to have the ZBA be fully aware of the concerns on both sides of the question, as far as the separation distances.

Member Rackauskas stated: Maybe I'm not understanding then. Whether we put it in amendment form or not, will this be of the record and go to the ZBA? So that's what I'm saying it doesn't have to be amended for this to go to the ZBA. That's all I'm saying, it's on the record, it will go. I don't know why, it's frivolous to, it's rhetoric maybe.

Member Rankin stated: I completely disagree that it is just rhetoric. The vote that we will take will be the tacit feelings of this Board and that's what the ZBA will go forth, and that is what they will tackle first and foremost. It is our responsibility as the full McLean County Board that is why from Land Use it comes back to the Legislative body to make the decision. Then it moves forward to the ZBA with the support of the Legislative body. If in fact we weren't going to be able to amend anything here then why send it to full Board anyway? Why not just go straight from Land Use and straight into the ZBA, there is a reason why it comes through the full board so we can have a strong discussion about it, and yes each side is correct, that the discussion and minutes will reflect that, and the ZBA can use that as testimony as well. There is a very strong reason why it is here and there is a strong reason why we should amend this Ordinance as written.

Member McIntyre stated: I have a question for the committee and Mr. Dick. What prompted this text amendment to come to the committee? You talked about it being something that wasn't dealt with, it wasn't necessary to deal with for nine years, what initiated this to come now?

Member Gordon stated: Whatever I say he can then fill in the gaps or correct me outright.

The recent controversy over a proposed gravel pit, I would characterize as the catalyst for taking a looking at this section of the Ordinance. The Building and Zoning Director was quite responsive to the thought that it might be a good time to take a further look at this section of the Zoning Ordinance and I was going to do this after the vote on the amendment, but I think it's appropriate here. At the bottom of page 126 in our packet, as already referred to by another Member, Mr. Dick presented the proposed changes to Zoning Ordinance and there are one-half dozen changes there that in the judgment of the Committee I believe, certainly in my own judgment, I speak only for myself, these are changes that strengthen the section, this section of the Zoning Ordinance. Particularly numbers one, two, and three, there I think there is no question. I don't know of any disagreement among Members of the Land Use and Development Committee that these are not helpful, there is no disagreement on that proposition. Or about items five and six. Changing the separation distance requirements in light especially of the change right above that classifying mining and quarrying into three types of mines, the three different sets of requirements as noted at the top of page 117. We are talking actual items in 19 E 1, 2, and 3. Those are steps forward in strengthening the overall Zoning Ordinance for both clarification and ultimate clarity as to what the County sees as appropriate to regulate and the manner in which the County seeks to regulate. So this was in some ways an opportunity to move ahead with strengthening the overall Zoning Ordinance, it had been nine years and has been pointed out there wasn't a lot of discussion during that time about any of these kinds of things but now we end up with what I would consider a stronger Zoning Ordinance regardless of the vote outcome on this specific amendment and then we shall see what the ZBA does with it.

Member McIntyre stated: Mr. Dick, you brought this to the Committee, I'd like to have a response from you on this too.

Mr. Dick stated: I appreciate that question because typically what we would have from the staff perspective, what we were planning to do was bring an amendment to the Zoning Board of Appeals and not necessarily going to the Land Use Committee. However, Member Renner had made a request for the Land Use Committee to look at it and as such that item went to the Land Use Committee for discussion and we, from a staff prospective, didn't take it to the Zoning Board first. This issue came out during the public hearing for a gravel pit near Fox Creek, whereby I had to make an interpretation of the Ordinance based on the 1,000' and mile and one-half that was such that we needed to clarify before we took another application within a mile and one-half of any resident's district. We probably wouldn't have gone to the Land Use Committee except for the request of Member Renner and as a follow up Member Rankin also made a request. The discussion continued at that.

Member McIntyre stated: It was brought up earlier in all of this discussion, the fact that it would be the wet mining and primarily the use that is going on now, but in the past there was a problem with dust. Could that also be something that should be considered by Zoning Board of Appeals as part of some of these changes? We talked about it and this is rhetoric, there are the possibilities to be problems with that. I personally know people who have had problems in the past in areas where Mr. Segobiano lives. They used to have a very serious problem with dust and actually, the Old Route 150 right by those gravel pits there were serious accidents at one time. Not that that will ever be the case but if you are going to propose changes and recommendations to the ZBA would one of them also be necessary that we mandate not just the Highway Department and hard surfaced roads, which keep down the dust, but that type of gravel pit mining should not be done period?

Mr. Dick stated: It's our realization that the dust and noise is associated with the loading, hauling, sorting, and not with the mining itself that is the basis for having largest separation for those activities. We've not noticed a problem with dust at the excavation site unless there is hauling and loading at that same location.

Member McIntyre stated: Isn't that what happens?

Mr. Dick stated: It wouldn't be able to happen any closer than 2,000' according to the amendment.

Member McIntyre stated: Well it looks like we can deal with it now or deal with it later. As I see it, it can go onto the ZBA, but there are certain issues that need to be discussed now, I agree with Mr. Rankin in that area.

Mr. Lindberg stated: Just to clarify for Member McIntyre, on the top of page 118, the operator is required to provide additional dust control when requested to do so by the Director of Building and Zoning. We recommended the 1,000' and 2,000' standard based on our information that almost all of the gravel pit extraction in our area is done by means of slurry lines or other wet processes so that at the point of extraction there is little or no dust. At the 2,000' point where the crushing, sorting, loading and hauling would take place, there is a higher likelihood that dust would be created so we provided the authority to the Director of Building and Zoning to look at the specific application and add to dust control measures if necessary either at the 1,000' or 2,000' point.

Member McIntyre stated: Would it be better to clarify and have it written down as part of the Ordinance instead of going down the path of if requested by the Zoning Director? Wouldn't it be better to have it down, then it would be to say if this happens, if he responds, isn't that a reactionary type of statement?

Mr. Lindberg stated: Well the way we worded it is based on the historical fact that all of the gravel mining that had been done, that we could identify in the consultation with our highway experts it was wet mining, we can certainly look at that area.

Member McIntyre stated: Another area you might want to look at, because if you are trying to tie up these ends and get it down as part of the Ordinance I thought it might be a good idea to get that area as well.

Member Wendt stated: Maybe we could just amend this amendment. Basically change what's going to the Zoning Board, after residential district of schools to 1,000' and an area to be mined 2,000' and then put an or in there to look at the one-half mile. So what we are saying is to the Zoning Board is we would like to look at both. The current number that is in there and the one-half mile, and have them come back with both positives and negatives on the two different distances. That way we are not going to the Zoning Board and saying, the way we are going here we are really saying, if we vote this end, we are really saying to the Zoning Board we would really like 1,000 and 2,000. If we take and pass this amendment we are telling the Zoning Board we really want the half mile. So if we would just change that and have them really look at both and come back with a study of both distances it might help us all make our final decisions. I would make that final amendment to the amendment.

~~Chairman Sorensen stated: We have an offered amendment by Member Wendt,~~

to the amendment on the main motion. Member Segobiano seconded for discussion purposes.

Member Rankin stated: I think that as we already discussed, that is going to happen anyway. We need to support one or the other and the ZBA is completely free to take into account 1,000; 2,000, actually they can take into account 4,000; 8,000; 6,000; 12,000; it doesn't matter they can pick anything it is that they want. We need to send forth a clear message that this Board suggests one specific setback requirement and then it is at their discretion, after public testimony for them to settle on whether they agree with us or would like to amend that. That is why I would not support the amendment, even though I like this thought process.

Member Rackauskas stated: I guess the problem is because this isn't a hearing, we don't have expert information it is just our opinion at this point that we are sending forth. I don't want to recommend any particular number, put a question mark if you want, that is a problem when we send it with a specific. This is not a hearing, whatever I vote it's not because I have an opinion on this, I can't, I don't have enough educated information.

Member O'Connor stated: I'd like to ask Mr. Dick what are the pros and cons of going to the half mile?

Mr. Dick stated: Pros would be that mining would be a greater distance if you want a greater distance for mining to take place from a residence district or a school. The cons would be that you would eliminate the source of certain materials that are within the urban area or the residential areas around Downs or Heyworth, where roads are in place to perhaps haul the gravel. So you would, one of the things that typically has to be approved with a gravel pit is a road that can haul 85,000 pound roads that can be available to the site and if you take away sites where the gravel is near those roads then you are putting in additional cost and also you may be having additional hauling distances that you have to haul mined gravel. A decent percentage of the cost of gravel is transportation of it. You're making some of the gravel that has roads near it inaccessible and putting a little bit higher cost to the gravel which is ultimately is a higher cost to development.

Member Renner stated: I certainly do applaud Wendt's question. I think the ZBA is going to get minutes of Land Use and Development Committee to realize it was a three/three vote in terms of whether or not it is 1,000 or half mile. They are clearly going to get our discussion here and realize we have differing interpretations. I think that is a good thing, and I think very specifically what would be useful to have is my initial question to you Mr. Dick. What does the systematic research that we have available to us, the evidence, what does the systematic evidence show, not necessarily, there might be a place in Indiana that uses or there might, again moving beyond the stories and anecdotes, what are the systematic implications of being 1,000', 5,000', 2,750' or whatever it might be? I think that is pretty much what might be useful for us to have. I'm assuming that's what the ZBA would be obtaining and they would be able to come up with that systematic evidence and make a recommendation to us.

Mr. Dick stated: As a follow up Ms. O'Connor, I think one of the things that it would almost eliminate is to create residential development that has a large lake in it. Unless, once you have a residential development there then you couldn't, unless it is within a half mile or whatever distance you pick, have a large lake amenity for a residential development very close to the urban area. As a strict interpretation of it you couldn't probably have a large golf course in the urban area anymore if you couldn't do mining because mining means you are taking the material off site. Where you have a large gravel resource you could efficiently, and you could

build that lake for nothing, maybe even make a little bit at it. If you don't allow that to happen then you are not going to have those kinds of amenities in residential developments near an urban area.

Member Ahart stated: I just wanted to remind this body that we are not looking at an individual issue here, even though it has gotten down to the individual issues several times. What we are looking at is changing our Zoning Ordinance that will affect future development that will affect future residential air quality. We have to take a look at some expert testimony and I don't think we are set up to do that, we have Mr. Dick who has given us fine guidance. I think we just need to move the question and send it to ZBA.

Chairman Sorensen stated: The question on the floor is the second amendment. The question has been called on the second amendment which is the Wendt amendment; it's a non debatable point. We are going to call the Wendt question.

Member Gordon stated: Mr. Chairman I have a point parliamentary order on this one. If a Member says I call for the question that is parliamentary for saying I'd like to vote now. Which is not the same as moving the previous question that is a motion; it requires a second and is non debatable.

Chairman Sorensen stated: Are you moving to call or are you calling?

Member Gordon stated: To call the question is simply says I'd like to vote now. Which is fair enough.

Chairman Sorensen stated: Which is fair enough, to move the call would be to request a vote on the call.

Member Ahart stated: Then let's do the second option.

Chairman Sorensen stated: We have a motion to call, second Rackauskas, move to call the Wendt amendment that is non debatable. All in favor of calling the Wendt amendment for a vote, Clerk Milton shows all Members voted in favor. We shall call the Wendt amendment for a vote. Again, this amendment is to simply insert as appropriate in sections 19 E 1, where it says 1,000' add or half mile and where it says 2,000' add or half mile. We are calling that amendment. Roll call requested. If you have a point of order you may ask it, we cannot debate it.

Member Moss stated: I'm confused what's the difference between a call for the question and whatever this other thing was?

Chairman Sorensen stated: Actually, we have had this issue come up in the past as you may recall. An individual Member calling the question is just simply a statement of opinion on a part of that Member. A motion to call, which is what Member Ahart just did, is a non debatable motion that requires a vote to close debate and call the question.

Ms. Eisner stated: I think Chairman Sorensen described it accurately and Member Gordon as well. To call the question is one thing and motion to call the question, which is ultimately what Member Ahart did, requires a second and a vote, which now voted upon, to vote on Member Wendt's second or amendment to the amendment.

Member Gordon stated: The motion pending right now is a motion to close debate.

Ms. Eisner stated: I don't know if that helps at all.

Member Moss stated: No it doesn't help me. Do whatever you want.

Member Owens stated: One requires a two-thirds majority, correct? Is it that one that we just took, and there was no opposition? I think what the question is that Member Moss wanted to make a comment and wanted to know when he could do that. That's my take from what my understanding is.

Chairman Sorensen: Understand the question that has been called, and I believe you are correct, there was a voice vote and there were no no's, was to call the question on the Wendt amendment, if that passes all that does is amend the primary amendment which is Member Rankin's amendment to change the document brought to us by the Land Use Committee. Mr. Moss, or any other Member, clearly gets lots more bites at this apple, despite my best efforts to defer that discussion and amendments in a minute.

Member Owens stated: I just want to make sure, to clarify that Members are able to voice their opinions and wanted to verify and clarify, thank you.

Member O'Conner stated: Is this amendment to the amendment a simple majority?

Chairman Sorensen stated: A roll call has been requested on the amendment to the amendment. Clerk, please call the role, and the Chairman will vote. A yes is amending the Rankin amendment to basically insert in the original text; actually the Wendt amendment effectively incorporates both the primary document and the amendment as is. We would still have to vote on it again. We will go through at least a minimum of three different votes.

Clerk Milton shows Member Nuckolls - nay, O'Connor - aye, Member Owens - nay, Member Rackauskas - nay, Member Rankin - nay, Member Renner - aye, Member Segobiano - aye, Member Soeldner - nay, Member Wendt - aye, Member Wollrab - aye, Member Ahart - nay, Member Butler - nay, Member Caisley - nay, Member Cavallini - nay, Member Gordon - nay, Member Hoselton - nay, Member McIntyre - nay, Member Moss - nay, Chairman Sorensen - aye. Motion fails 13 to 6.

Chairman Sorensen stated: We return to the Rankin amendment which was, 19 E 1, to scratch the references to 1,000' and make them one-half mile and to scratch the reference to 2,000' and also make it one-half mile, along with property line to property line.

Member Gordon stated: In response to Mr. Dick's observations, his answer to the earlier question, I would remind Members of the Board regardless of how a vote on this amendment goes if there is interest in gravel closer than one-half mile or if there is interest in mining gravel closer than 1,000 or 2,000', in each case a special use permit would be required and the question in my mind is generally what message is this Board wishing to send about what default distance requirement we wish to pass along to the ZBA? We'll get other whacks at this. I don't want to downgrade or undermine anything Mr. Dick said, but a special use permit was required under the mile and one-half separation distance requirement and it would be again under either. So the half mile versus the 1,000; 2,000 is simply a question of what default standard the County Board wishes to send forward to the ZBA.

Member Soeldner stated: Thank you Mr. Chairman I just wanted to mention a couple of quick statements, I will try and be brief. First off, I represent District 2 which is in the southeast part of the County, its seven villages and nine townships; there are Members of those villages also not related to the Fox Creek subdivision proposal. They are also concerned the possibility of coming on their residential areas with gravel pits. Downs and Heyworth already have those on the outskirts of town; I wanted to make sure we understood we're not just looking at the proposal in the residential Bloomington area but the whole County. The other question I have for Mr. Dick, he mentioned this proposal might preclude us from doing detention basins and golf courses. If that is the case I think we need to find another type of zoning or whatever for those instances because I can see where that would cause a problem.

Member Segobiano stated: Thank you Mr. Chairman. I just pointed for clarification a moment ago that if we pass this amendment that we would suggest to the ZBA that this is our intention. We just voted down Mr. Wendt's amendment to the amendment, which really gave the ZBA an either/or situation and a full discussion. If this amendment passes it will not be a recommendation or a suggestion to the ZBA, it is absolute legal action taken by an elected body telling them this is what we want, which to me limits their discussion on the issue.

Member Rankin stated: I'd like to concur with some things that I heard from Member Soeldner. Let's realize that if the amendment that I have proposed is a softening of the current Ordinance that is in place, a softening. If in fact we were to stick at the mile and one-half, how have there been golf courses or detentions basins or anything that has been developed in the last nine years? That is when the special use permit process becomes a reality, even though we set this at a half mile it does not mean that there are not going to be special circumstances to where we can go around that Zoning Ordinance. So it's a point of clarification it doesn't just destroy all development, what it does is force into play the use of special permits which have been utilized for obviously the last nine years because the current setback is at a mile and one-half, this is still coming down to one-half mile. I just wanted that point of clarification.

Member Renner stated: To go back to Mr. Segobiano's point, how does us specifying a half mile tie to ZBA more than if we specify it as 1,000? I don't understand that, I don't think it does.

Member Segobiano stated: Certainly, we are going to take action that becomes a matter of public record, we are an Elected body taking official action on this amendment. Is that not true? All I made reference to was Mr. Wendt's motion, open it up for the Zoning Board to have discussion on either or. This does not; this says this is what we want.

Member Wendt stated: Whichever way we do this, that's why I think we ought to delete any distance whatsoever and have the Zoning Board redesign the thing with proper distance for mining so we're not giving them 1,000' or 2,000' or 2,714' or whatever it is. That is what I would like to see though.

Chairman Sorensen stated: That's what actually makes the half mile thing more difficult to understand because you now have to do math.

Member Wendt stated: I stand corrected it's 2,640. So I would just like to see some way where we send this back or if we send this on we are telling the Zoning Board we are leaning

towards one or the other and I just wish we could send it to them with an openness so that they can come back. I don't have the expertise to know if it's 1,000'; 2,000', or if 2,640' is the right distance. I would like to see a lot more interplay from the public, from the experts to tell us what are really good distances maybe its 50'. Who knows, I don't know. It's not in my district.

Member Owens stated: Point of clarification, once this goes to ZBA and has the hearing; we take it and treat it just like any other zoning case correct? If a person did not give testimony, if they have not given testimony we cannot consider that correct?

Chairman Sorensen stated: According to our own rules as a Board, if a public forum, public hearing is provided on any topic it is then inappropriate to have public comment and input at the full Board meeting. However, since this is not a specific zoning case, where the ZBA is acting in a quasi judicial role, I believe that the public can provide direct input to Members on this question because it is an Ordinance change not a specific zoning case. Am I correct in that?

Ms. Eisner stated: Yes.

Chairman Sorensen stated: It isn't exactly the same as a zoning case. A zoning case, as you know it, is absolutely inappropriate for Members to talk to constituents or anyone about specific zoning cases.

Member Wollrab stated: I have to concur with Members Rackauskas and Wendt that I do not feel I have the expertise to sit here and make a decision about whether it should be x feet or y feet and there is an opportunity for us to return this to the ZBA with some directive to take into consideration the health, well being, property value, safety, etc. of our citizens in making these decisions rather than specifying a particular distance.

Member McIntyre stated: Another point of clarification, after the Zoning Board it comes back to us with a recommendation. It is our responsibility at that time to vote to accept the recommendation or not, without any possibility of making any other types of recommendations to it.

Chairman Sorensen stated: That is a good question; can the full Board make amendments to what comes back from the ZBA?

Ms. Eisner stated: These processes allow you to fair it out in the details and the more you have that information coming in at different points that is what confuses the issue. My recommendation to you would be to send it back to the ZBA let the ZBA be the recipient of that information and you can certainly come into communication with the ZBA. However, once it comes back to you, you can amend as you wish. Certainly I would think that you would attend the ZBA hearings where testimony is provided to assist you in deciding what would be an appropriate Ordinance.

Chairman Sorensen stated: So not unlike the County Board's ability to add a stipulation in a zoning case that we are acting on, it sounds like we do have the ability to amend the ZBA recommendation.

Member McIntyre stated: I just wanted to be sure because looking down the road it is very important that we know that, if not then we have to deal with this now.

Chairman Sorensen stated: I can't tell you how much I'm looking forward to when it comes back.

Member Soeldner stated: Mr. Chairman, I believe that as a Member of the Land Use Committee this has been discussed at our last meeting. I'm afraid if it is sent back to Land Use it's going to come back here in the same form it is at now. I think we will just be redundant.

Member Gordon stated: Mr. Chairman, I want to do this very carefully, I want to make a comment and then do something with great care. The comment simply is at this point it would amaze me if the ZBA were not to be fully aware of the course of the discussion here and no matter how a vote on this amendment goes, and I would still like to see a vote on the amendment, if nothing else for the record and clarity to the ZBA. They're going to know there is sentiment among County Board Members for the distances as proposed initially from the Director of Building and Zoning as well as at least some sentiment for the half mile as proposed by Mr. Rankin. At this point having said that I would like to call for the question, which is to say, I'd like to vote on the amendment now and if nobody objects we go ahead. If somebody else has a statement that they would wish to make it is in order for them to do so. One objection kills my call but I'm not moving to close debate.

Chairman Sorensen stated: Very tactful on your part, is there an objection to the call? Mr. Wendt objected to the call. Other discussion on the amendment.

Member Wendt stated: I'd like to figure out a way to send this, I hate to have us vote on this half mile thing and have that pass or not pass. If it passes we are telling the Zoning Board a half mile, if it doesn't pass then we're telling them we want the 1,000 and 2,000, so if there is any way we can, maybe the idea of sending it back to Land Use and they would come back with the either/or situation, which that way we are not going to set ourselves up for either way as far as giving the Zoning Board more or less orders of this is what we'd really like 1,000' or the half mile. At this point in time I have no idea which we should do and that is why I hate to vote on the amendment or on the proposition itself.

Member Rankin stated: Thank you Chairman, one more time I'd like to respectfully suggest that the either/or exists regardless of what we do here. If we send an either/or they still have an either/or to our either/or. The ZBA has the ability to accept and/or tinker with our suggestion here. The question at hand is whether or not our body agrees that the half mile is more in line with, clarity, safety, what have you, that is the question, the either/or, the ZBA has the ability to change it. So if we put in either/or we are basically telling them what they already know they have the ability to do.

Chairman Sorensen stated: I don't disagree and the facts would suggest the ZBA takes their responsibility to this Board seriously and they do in fact try to craft recommendations that they believe are likely to pass this Board, which suggests that action on the part of the Board does in fact provide a certain amount of direction in terms of what we are more likely to pass.

Member Rankin stated: Absolutely, and that is why I made a suggestion for the amendment because if in fact it really didn't matter why amend it because it's going to be talked about at the ZBA anyway. I feel strongly and I know a number of other Members do that the half mile is more logical set back.

Member Renner stated: In light of Mr. Segobiano's point earlier about us coming down on specifics of whether it's one-half mile or 1,000, whatever Mr. Wendt said, if we wanted to we would need, if we wanted to send something to ZBA that was agnostic on limits we could remove the, under number four on page 126, we could remove the feet stipulation and just, I can't remember if it was Member Wollrab or Member McIntyre who had mentioned something like, to protect the general safety of the public. In order for us to do that, we would need an amendment.

Chairman Sorensen stated: I want to be clear, page 126 is nothing more than a cover memo from Mr. Dick to the committee, and you're really talking about page 117?

Member Rackauskas stated: All of it.

Chairman Sorensen stated: So, are you doing anything or just wishing?

Member Renner stated: I wanted a clarification, if we wanted to follow the path that several have expressed that we would be agnostic in terms of limits and just say, ZBA, we'd like you to do your job and we're not coming down on 1,000' verses 2,750'. We'd need to remove all specifications of distance. I'll go ahead and make that motion to see if there is a second.

Chairman Sorensen stated: We have an amendment to the amendment being offered by Member Renner to strike in all instances, references to distance and leave them blank.

Member Renner stated: I think we are talking specifically about on page 117 the 1,000 and 2,000' under items E 1, there are three mentions of 1,000' and a 2,000' and then there is a 2,000' separation and I believe that is it.

Chairman Sorensen stated: Probably 19 C found on page 116 as well.

Member Renner stated: I'm sorry, okay. Then the 2,000' there, so my motion would be to remove the 2,000' in 19 C and any references to the distance in 19 E 1.

Chairman Sorensen stated: Now when you say any reference, Mr. Renner, what you are really suggesting is that we be clear that we expect the ZBA to insert a distance. So that it would literally be a blank. We have an amendment offered by Mr. Renner, is there a second for discussion purposes? Seconded by Wendt.

Member Gordon stated: Mr. Chairman I have point of order on the amendment, on Mr. Renner's proposed change. I believe it is out of order because it is not a change to Mr. Rankin's amendment it is a change to the main motion. I also believe the Chair better rule on my point of order first. I think it is an important point of order.

Chairman Sorensen stated: I agree that the amendment is out of order. However I believe that there is probably a consensus among many Board Members that would welcome that amendment after the exit on the Rankin amendment.

Member Wendt stated: If we want what Tari just mentioned I guess we could vote Rankin's up or down, it wouldn't make any difference. We'd come back with another motion to change the whole thing.

Member Rankin stated: Alright, you realize that we are putting together a change in the Ordinance if you are going to take out the numbers in E 1, I expect us as a body to take out the number in E 1 2, E 1 3, because now we don't want to make any suggestions to the ZBA as to what numbers they are. So we are just saying that we are really kind of loose when it comes time for zoning and gravel. Knowing that we don't have all of the legal evidence or we don't have all of this to make a decision why then do you have the ability as a Board to understand quarries, shaft mines, and any other thing that has a number attached to. That is the part that I don't understand, I don't understand why we can't as a body suggest a number, and again, ZBA has the ability to vote it up or down or make amendments to it later on.

Member Owens stated: Thank you Mr. Chairman, at this time I would like to make a motion to call the question on Member Rankin's amendment.

Chairman Sorensen stated: We have a motion Owens/Caisley to call the question on the Rankin amendment. It's a non debatable motion to call. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Roll call requested for the Rankin amendment.

Member Nuckolls stated: A yes is supporting the vote?

Chairman Sorensen stated: Correct, a yes vote amends item 19 E 1, references to 1,000' be changed to half mile, references to 2,000 get changed to one-half mile, from property line to property line.

Member Segobiano: Chairman, a point of order if I may. If we pass this amendment what we are saying to the ZBA is this is what we want the half mile. We are saying to them, I'm not saying they don't have the discretion but we are telling them this is what we want.

Chairman Sorensen stated: I believe that is accurate from a point of order prospective.

Member O'Connor stated: I need to abstain on this.

Clerk Milton shows Member Nuckolls - nay, Member Owens - aye, Member Rackauskas - nay, Member Rankin - aye, Member Renner - aye, Member Segobiano - nay, Member Soeldner - aye, Member Wendt - nay, Member Wollrab - nay, Member Ahart - nay, Member Butler - nay, Member Caisley - nay, Member Cavallini - nay, Member Gordon - aye, Member Hoselton - aye, Member McIntyre - aye, Member Moss - nay. Motion fails 10 to 7.

Chairman Sorensen stated: Return to main motion which was brought by the Land Use Committee, which is the document as presented as on pages 116 to 119 of your packets.

Caisley: I move to call the question.

Chairman Sorensen stated: We have motion to call Caisley/Segobiano, there is a vote, a non debatable vote to call the question. A yes vote passes to close debate and call the question. Motion passes. We will now vote on the main motion pages 16 - 19 of your packets to pass this on to the ZBA without amendment, roll call request. A yes vote passes this onto the ZBA without amendment a no vote kills it. A no vote kills the motion, it fails. It sends it nowhere it kills it. If Land Use chooses to take it up again they may. The question has been called the Board has no choice but to vote on this, yes or no.

Members Caisley/Segobiano moved the County Board approve a Request Approval for a text amendment of the Zoning Ordinance regarding regulations of "Mining and Quarrying". An application for a text amendment to the Zoning Ordinance goes to the Zoning Board of Appeals (ZBA) for a public hearing. The ZBA would then make a recommendation to the McLean County Board who would make the final decision.

Clerk Milton shows Member Nuckolls - aye, Member Owens - aye, Member Rackauskas - aye, Member Rankin - nay, Member Renner - nay, Member Segobiano - aye, Member Soeldner - nay, Member Wendt - nay, Member Wollrab - nay, Member Ahart - aye, Member Butler - aye, Member Caisley - aye, Member Cavallini - aye, Member Gordon - aye, Member Hoselton - aye, Member McIntyre - nay, Member Moss - aye. Motion passes 11 to 6. Member O'Connor abstained.

Member Gordon stated: The General Report can be found on pages 123-131. I thank the Board for its attention to the issue that we just passed along to the ZBA.

Chairman Sorensen: I want to thank the Board, this is our job this is what we're supposed to be doing.

PROPERTY COMMITTEE

Member Moss, Vice-Chairman, presented the following:

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS SECOND AMENDMENT is made this 15th day of May, 2009 and is an amendment to that certain INTERGOVERNMENTAL AGREEMENT ("Agreement") dated April 25, 2003 and the first amendment thereto dated May 4, 2004 ("1st Amendment") between the Public Building Commission of McLean, Illinois ("PBC") and the County of McLean of the State of Illinois ("County").

WITNESSTH

WHEREAS, pursuant to the terms of the Agreement and the 1st Amendment, the PBC agreed to pay for the restoration of the dome on the old courthouse building in downtown Bloomington; and

WHEREAS, the project was completed at a total cost of \$1,221,394.16; and

WHEREAS, the PBC received \$500,000.00 from the Illinois Department of Natural Resources to apply against the construction costs and received \$226,000.00 from the County of McLean to apply on the project leaving a balance due from the County of McLean of \$495,394.16; and

WHEREAS, pursuant to the 1st Amendment the County agreed to reimburse the PBC the full amount of the unrecovered costs of \$495,394.16 in annual installments over 10 years beginning July 1, 2005 through and including July 1, 2014, and

WHEREAS, the remaining balance due the PBC from the County pursuant to the terms of the 1st Amendment is \$296,298.00; and

WHEREAS, the Law & Justice Center owned by the PBC was severely damaged following an explosion in June 2003 and the County immediately proceeded to undertake the repair of the damaged building and to pay for the same despite its ownership by the PBC and has expended over and above all insurance recovery and litigation settlement the sum of \$564,810.49 and the PBC has agreed to reimburse the County for such unreimbursed expenses to its building the sum of \$296,298.00.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The PBC agrees to reimburse the County the sum of \$296,298.00 as partial and final reimbursement of the County's unreimbursed expense of \$564,810.49 for repairs to the Law & Justice Center following the explosion loss in June 2003.

2. The County agrees to pay the PBC on or before July 1, 2009, as payment in full of all amounts due from the County to the PBC pursuant to the Agreement and 1st Amendment, the sum of \$296,298.00 and from and after said payment, the County shall have no further obligation to the PBC pursuant to the Agreement and 1st Amendment.

IN WITNESS WHEREOF the Parties have set their respective hand by their authorized officers to be effective upon the last date appearing opposite the signature of the authorized officer.

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

BY *Robert Reed* 5/15/09
Its Chairman Date-

ATTEST:

[Signature]
Its Secretary

COUNTY OF MCLEAN

BY *Mitt Sorenson* 6-16-2009
Chairman of the County Board Date-

ATTEST:

Raymond Milton
Its County Clerk

Members Moss/O'Connor moved the County Board approve a Request Approval of Second Amendment to Intergovernmental Agreement between the Public Building Commission and the County of McLean - Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

The General Report can be found on pages 134-139.

TRANSPORTATION COMMITTEE

Member Hoselton stated: No items for action. The General Report can be found on pages 140-144.

FINANCE COMMITTEE

Member Owens, Chairman, presented the following:

A Resolution Amending the Fiscal Year 2009 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2009 McLean County Combined Appropriation and Budget Ordinance for Funds 0103, 0106, and 0112.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 18, 2008 which became effective on January 1, 2009; and,

WHEREAS, it becomes necessary to amend the Funded Full-Time Equivalent Position Resolution in Funds 0103, 0106 and 0112 to authorize position changes associated with the reorganization of the Health Department including title change and reallocation of positions to better meet the revised organizational structure of the Department.


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

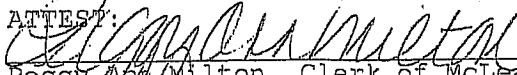
Action	Fund	Program	Position Classification	Annual FTE	Months	Now	New	PG
Decrease	0103-0061	0062	0503-8023	(.10)	6.0	.10	.05	12
Increase	0103-0061	0062	0503-XXXX	.10	6.0	.00	.05	13
Decrease	0106-0061	0062	0503-8023	(.15)	6.0	.15	.08	12
Increase	0106-0061	0062	0503-XXXX	.15	6.0	.00	.08	13
Decrease	0112-0061	0062	0503-8023	(.75)	6.0	.75	.38	12
Increase	0112-0061	0062	0503-XXXX	.75	6.0	.00	.38	13
Decrease	0106-0061	0062	0503-8135	(.11)	6.0	.11	.06	14
Increase	0106-0061	0062	0503-XXXX	.11	6.0	.00	.06	14
Decrease	0111-0061	0062	0503-8135	(.14)	6.0	.14	.07	14
Increase	0111-0061	0062	0503-XXXX	.14	6.0	.00	.07	14
Decrease	0112-0061	0062	0503-8135	(.75)	6.0	.75	.38	14
Increase	0112-0061	0062	0503-XXXX	.75	6.0	.00	.38	14
Decrease	0112-0061	0063	0503-8133	(1.0)	6.0	1.0	.50	13
Increase	0112-0061	0063	0503-XXXX	1.0	6.0	.00	.50	12

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

Adopted by the County Board of McLean County this 16th day of June 2009.

APPROVED


Matt Sorensen, Chairman
McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of McLean County
Board of the County of McLean
adm\budg\09FTEComp\busbyposition

Members Owens/Rackauskas moved the County Board approve a Request Approval of a Resolution Amending the Fiscal Year 2009 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal year 2009 McLean County Combined Appropriation and Budget Ordinance for Fund 0103, 0106, and 0112 - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Chairman, presented the following:

Commerce Bank

Corporate Resolution To Obtain Credit Card Account

The undersigned, Peggy Ann Milton the County Clerk of McLean County, a government entity, does hereby certify that the following resolutions were duly and regularly passed and adopted by the County Board, at a meeting duly called, on the 16th day of June, 2009, and such resolutions are still in full force and effect and have not been amended or revoked.

“RESOLVED, that any one of the following:

- Walter F. Lindberg _____
- Jackie Dozier _____
- Julie Osborn _____

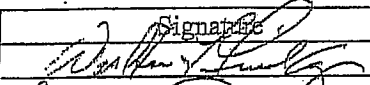
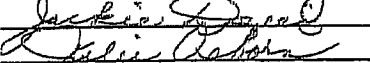

be and each hereby is authorized directed and empowered to establish credit card accounts “(Accounts”) with the Commerce Bank of Omaha, N.A. (“Commerce”) and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any application and agreement to open the Accounts.”

“FURTHER RESOLVED, that any one of the foregoing named officers of this Corporation may from time to time request Commerce to issue bank cards to any person in connection with any of the Accounts.”

“FURTHER RESOLVED, Commerce is authorized to act upon these resolutions until written notice of revocation is delivered to Commerce, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the officers named herein.”

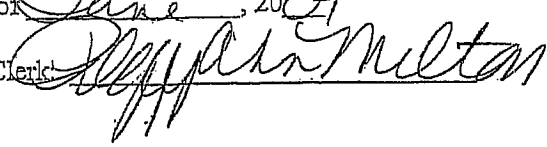
The undersigned further certifies that the specimen signatures appearing below are the signature of the officers authorized to sign for this corporation by authority of these resolutions.

SPECIMEN SIGNATURES:

NAME (typed)	TITLE (typed)	Signature
Walter F. Lindberg	County Administrator	
Jackie Dozier	Auditor	
Julie Osborn	Chief Deputy Auditor	

IN WITNESS WHEREOF, I have hereunto set my hand as McLean County Clerk and affixed the seal of McLean County this 16 day of June, 2009

(SEAL)

County Clerk 

Members Owens/Cavallini moved the County Board approve a Request Approval of a Corporate Resolution adding Walter F. Lindberg to the Commerce Bank Credit Card Account - Auditor's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Chairman, presented the following:

Members Owens/O'Connor moved the County Board Receive Outside Auditor's Report including Comprehensive Annual Financial Report, Management Letter of Advisory Comments, and Single Audit Report for year ended December 31, 2008 - County Administrator's Office (Documents enclosed). Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens: I want to thank all the parties involved in this, the Auditor's Office and the Treasurer's Office, and the comments that were shown and it was a very successful audit and because of the Auditor's Office and the work they do internally that the outside auditor's job was very easy and very simple. So again, we want to thank all of those people involved in this and the Department Heads as well for providing the information.

Member Owens, Chairman, presented the following:

PREVAILING RATE OF PUBLIC WORKS WAGES FOR McLEAN COUNTY
ORDINANCE

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, being Section 130/0.01 through 130/12, Chapter 820, *Illinois Compiled Statutes* (2004); and

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

BE IT ORDAINED by the McLean County Board as follows:

16.01 To the extent as required by "An Act regulating wages of laborers, mechanics, and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workmen engaged in the construction of public works coming under the jurisdiction of the County of McLean, to the best of our knowledge and represented by the Illinois Department of Labor, is hereby ascertained to be the same as the prevailing rate of wages for construction work in McLean County areas as determined by the Department of Labor of the State of Illinois as of May 1, 2009, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the County of McLean. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

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

16.03 The County Clerk shall publicly post or keep available for inspection by any interested party in the County Clerk's Office of this County (Room 102, Government Center) this determination of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

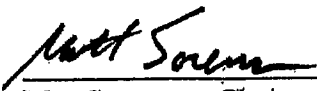
16.04 The County Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file names and addresses, requesting copies of any determination stating the particular rates and the particular class of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

(2)

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

ADOPTED by the County Board of McLean County, Illinois, this 16th day of June, 2009.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

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Members Owens/Segobiano moved the County Board approve a Request Approval of an Ordinance for Prevailing Rate of Public Works Wages for McLean County - County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens stated: The General Report can be found on pages 158-173.

REPORT OF THE COUNTY ADMINISTRATOR

Mr. Lindberg stated: Two things. First, please note on your calendars that through the efforts of Chairman Sorensen and cooperation of Mayor Stockton and Mayor Koos there will be a joint meeting of the County Board, the City Council, and the Town Council Monday, June 29th at 7:00 p.m. in the Government Center in these chambers here. We will be meeting with the other parties to hammer out an agreed agenda and we'll get that information to you as soon as it is completed and agreed to. For now a joint meeting of the three bodies Monday night, June 29th at 7:00 p.m.

I would also like to let you know that we are reading and hearing lots and lots about the State budget, or lack thereof. It is not going unnoticed by the County Administrator's Office. We'll see another few days of brinksmanship no doubt and then when we finally have something to go on we'll take the appropriate action. We are meeting with several of the most effective parties particularly in the social services areas. Obviously with one estimate of a seven billion dollar deficit another might be in excess of 11 billion. That would require some draconian program changes. We are aware of that, we are not bringing you any recommendations at this point we think there are cards to be played.

Many of you have taken the time and opportunity to visit with Hannah Eisner, she is certainly an addition to the office. She's the person to the far right. We are glad she is here; if you haven't met her take the time to introduce yourself to her. Pablo Eves sitting in back there, they are delightful folks to have in our office and we are off to a great start.

OTHER BUSINESS AND COMMUNICATION

Member Owens stated: Thank you Mr. Chairman, due to Ms. Eisner's schedule and also that of our Administrator's Office we thought of having a parliamentary procedure meeting and it was supposed to be this month. We are going to be holding that next month and our goal is to have it right after the County Board meeting in July for a few hours and hopefully we can hammer out some of these issues for information so Members know what various parliamentary procedures are when we deal with various business as we have a great start as shown today. She will be working with Rules Sub-Committee, this is what came out of Rules Sub-Committee a few months ago, and to let Members know what the most commonly use procedures are.

Chairman Sorensen stated: I thought perhaps our just in time training was sufficient. As a reminder we do have a Liquor Control Commission meeting immediately following this meeting.


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

MCLEAN COUNTY BOARD COMPOSITE

June 16, 2009

2009 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$365,205.29	\$365,205.29
Finance	\$539,967.66	\$617,913.73	\$1,157,881.39
Human Services		\$434,146.74	\$434,146.74
Justice		\$1,652,211.77	\$1,652,211.77
Land Use		\$40,177.80	\$40,177.80
Property		\$378,701.36	\$378,701.36
Transportation		\$406,233.73	\$406,233.73
Health Board		\$493,387.06	\$493,387.06
Disability Board		\$54,429.98	\$54,429.98
T. B. Board		\$22,785.77	\$22,785.77
Total	\$539,967.66	\$4,465,193.23	\$5,005,160.89



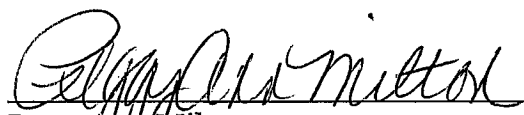
Matt Sorensen, Chairman
McLean County Board

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

The meeting was adjourned until July 21, 2009 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 10:35 a.m.

Matt Sorensen
County Board Chairman

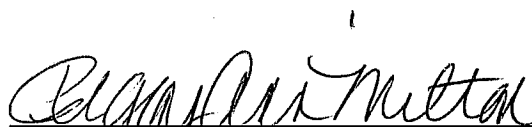


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 16 day of June, 2009, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 16th day of July, 2009.



Peggy Ann Milton
McLean County Clerk