

Proceedings
of the
County Board
of
McLean County,
Illinois

March 21, 2006

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



Table of Contents

| | Page(s) |
|--|----------------|
| Meeting Minutes Begin (March 21, 2006) | 1 |
| Consent Agenda | 2-19 |
| County Highway Department | 3-12 |
| Building and Zoning..... | 13-17 |
| Justice Committee..... | 18-19 |
| Executive Committee | 19 |
| Justice Committee | 20-28 |
| Grant – Illinois Terrorism Task Force – E.M.A..... | 20-28 |
| Land Use and Development Committee | 28 |
| Finance Committee | 29-109 |
| Resolution – CDAP Revolving Loan Application for Boitnott Foods, Inc..... | 29-105 |
| Ordinance – Amending the FY 2006 Budget Ordinance – Fund 0106 – Health Department..... | 106 |
| Resolution – Amending FY 2006 FTE Resolution – Fund 0106 – Health Department..... | 107-109 |
| Transportation Committee | 110-150 |
| Intergovernmental Agreement – Bloomington, Normal, and McLean County | 110-150 |
| Property Committee | 151-160 |
| Parking Lease – between Central Illinois Arena Management and McLean County..... | 151-160 |
| Report of the County Administrator | 161-162 |
| Other Business and Communication | 162 |
| Approval of Bills | 163 |
| Adjournment | 164 |

March 21, 2006

The McLean County Board met on Tuesday, March 21, 2006 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

The following Members answered to roll call:

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

The following Members were absent:

Members Matt Sorensen and Robert Nuckolls.

Consent Agenda:

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

The Consent Agenda read as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, February 21, 2006
- B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of Letting Results from February 23, 2006 for County and Township Projects
 - 2) Request Approval of Resolution for the Establishment Of an Altered Speed Zone for CH 70 – White Oak Road
- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) None
 - 2) Subdivision Cases:
 - a) Request Approval of Knob Hill Development, LLC, for a preliminary plan for the Knob Hill Acres P.U.D. which is located in Randolph Township immediately north of the White Tail Ridge Subdivision, immediately west of Old U.S. Route 51 and approximately 1/2 mile north of 525 North Road, File No. S-05-23.
 - b) Request Approval of Richard Duane and Joan F. Johnson for a waiver of preliminary plan requirements and a one lot final subdivision plat for the Duane Johnson Subdivision which is located in Downs Township at 3958 N. 2350 East Road, LeRoy, IL. S-06-05.
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
 - 1) Justice Committee
 - a) Request Approval to Apply for a County-owned Credit Card to be used by the Public Defender's Office – Public Defender's Office
- F. Chairman's Appointments with the Advice and Consent of the County Board:
 - 1) REAPPOINTMENTS:
None
 - 2) APPOINTMENTS:
None
 - 3) RESIGNATIONS
None

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

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on March 7, 2006, for a letting held on February 23, 2006 for McLean County and fourteen (14) Road District 2006 MFT Maintenance Sections, and, one (1) McLean County Non-MFT Construction Section, and,

WHEREAS, the Transportation Committee duly approved the bids on March 7, 2006, now, therefore,

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

2006 MFT MAINTENANCE SECTIONS:

McLean County Asphalt & Concrete Co, Inc, 1100 W Market St, Bloomington, Illinois, was the successful bidder on the following sections:

| | | | | |
|-----------------------|--------------------------|-------|---|-------------|
| McLean County | Sec 06-00000-00-GM | GR 10 | @ | \$45,600.00 |
| Allin RD | Sec 06-01000-00-GM | GR 10 | @ | \$7,800.00 |
| Bellflower RD | Sec 06-04000-00-GM | GR 10 | @ | \$9,300.00 |
| Danvers RD | Sec 06-12000-00-GM | GR 10 | @ | \$15,000.00 |
| Dawson RD | Sec 06-13000-00-GM | GR 10 | @ | \$6,000.00 |
| Downs RD | Sec 06-14000-00-GM | GR 10 | @ | \$15,400.00 |
| Dry Grove RD | Sec 06-15000-00-GM | GR 10 | @ | \$5,250.00 |
| Funk's Grove RD | Sec 06-17000-00-GM | GR 10 | @ | \$7,800.00 |
| Martin RD | Sec 06-22000-00-GM | GR 10 | @ | \$8,500.00 |
| Mount Hope RD | Sec 06-24000-00-GM | GR 10 | @ | \$12,000.00 |
| Normal RD | Sec 06-25000-00-GM | GR 10 | @ | \$3,905.20 |
| Randolph RD | Sec 06-27000-00-GM | GR 10 | @ | \$9,750.00 |
| West RD | Sec 06-29000-00-GM | GR 10 | @ | \$10,400.00 |

Towanda Company, 201 W Jackson St, PO Box 198, Towanda, Illinois, was the successful bidder on the following sections:

| | | | | |
|-----------------|--------------------------|-------|---|------------|
| Dale RD | Sec 06-11000-00-GM | GR 14 | @ | \$2,904.00 |
| Dawson RD | Sec 06-13000-00-GM | GR 14 | @ | \$9,509.50 |

Dry Grove RD

| | | | | |
|-------|-------------------------|------|--|--|
| | Sec 06-15000-00-GM..... | GR 9 | | |
|-------|-------------------------|------|--|--|

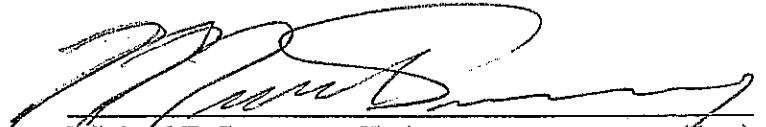
The successful bidders on the above section were:

| | | |
|--|---|------------|
| McLean County Asphalt & Concrete Co, Bloomington, Illinois | @ | \$1,925.00 |
| Rowe Construction Co, Bloomington, Illinois | @ | \$2,100.00 |

2006 Non-MFT CONSTRUCTION SECTION:

Rowe Construction Co, a Division of RA Cullinan & Son, Inc, Bloomington, Illinois was the successful bidder on the following section:

| | | |
|---------------------|--|----------------|
| McLean County | (Combined Sections) 06-00044-10-SM, 06-00134-07-SM | |
| | & 06-00140-03-SM..... | @ \$991,464.95 |

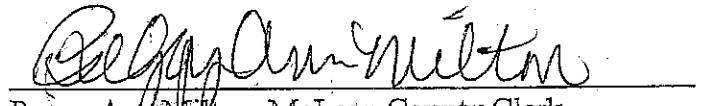

Michael F. Sweeney, Chairman (date)

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on March 21, 2006.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 21st day of March A.D., 2006.

[SEAL}


Peggy Ann Milton, McLean County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT
FEBRUARY 23, 2006

McLEAN COUNTY
SEC. 06-00000-00-GM GR 10

ITEM
Incidental Bituminous Surfacing
Bituminous Materials (Prime Coat)

| DELIVERY | UNIT | QUANTITY | UNIT PRICE | ESTIMATE TOTAL | H.J. EPEL UNIT PRICE | TOTAL | GRAY'S MATERIAL UNIT PRICE | TOTAL | McLEAN CO ASPHALT BID BOND UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | ROWE UNIT PRICE | TOTAL |
|----------|------|----------|------------|----------------|----------------------|--------|----------------------------|--------|---------------------------------------|-------------|------------|--------|-----------------|----------|
| On Road | Ton | 600 | \$79.50 | \$47,700.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$74.00 | \$44,400.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| On Road | Gal | 300 | \$3.50 | \$1,050.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4.00 | \$1,200.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | \$48,750.00 | | | | | | \$45,600.00 | | | | -100.00% |

ALLIN RD
SEC. 06-01000-00-GM GR 10

ITEM
Incidental Bituminous Surfacing

| DELIVERY | UNIT | QUANTITY | UNIT PRICE | ESTIMATE TOTAL | H.J. EPEL UNIT PRICE | TOTAL | GRAY'S MATERIAL UNIT PRICE | TOTAL | McLEAN CO ASPHALT BID BOND UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | ROWE UNIT PRICE | TOTAL |
|----------|------|----------|------------|----------------|----------------------|--------|----------------------------|------------|---------------------------------------|------------|------------|--------|-----------------|----------|
| On Road | Ton | 100 | \$79.50 | \$7,950.00 | \$0.00 | \$0.00 | \$78.00 | \$7,800.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | \$7,950.00 | | | | | | \$7,800.00 | | | | -100.00% |

BELLFLOWER RD
SEC. 06-04000-00-GM GR 10

ITEM
Incidental Bituminous Surfacing
Bituminous Materials (Prime Coat)

| DELIVERY | UNIT | QUANTITY | UNIT PRICE | ESTIMATE TOTAL | H.J. EPEL UNIT PRICE | TOTAL | GRAY'S MATERIAL UNIT PRICE | TOTAL | McLEAN CO ASPHALT BID BOND UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | ROWE UNIT PRICE | TOTAL |
|----------|------|----------|------------|----------------|----------------------|-------------|----------------------------|--------|---------------------------------------|------------|------------|--------|-----------------|----------|
| On Road | Ton | 100 | \$79.50 | \$7,950.00 | \$115.00 | \$11,500.00 | \$0.00 | \$0.00 | \$85.00 | \$8,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| On Road | Gal | 200 | \$3.50 | \$700.00 | \$3.00 | \$600.00 | \$0.00 | \$0.00 | \$4.00 | \$800.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | \$8,650.00 | | \$12,100.00 | | | | \$9,300.00 | | | | -100.00% |

DALE RD
SEC. 06-11000-00-GM GR 14

ITEM
Seal Coat Agg CA-15/16

| DELIVERY | UNIT | QUANTITY | UNIT PRICE | ESTIMATE TOTAL | McLEAN CO ASPHALT UNIT PRICE | TOTAL | GRAY'S MATERIAL UNIT PRICE | TOTAL | McLEAN CO ASPHALT BID CHECK UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | STARKE UNIT PRICE | TOTAL |
|------------|------|----------|------------|----------------|------------------------------|--------|----------------------------|--------|--|------------|------------|--------|-------------------|----------|
| F.O.B. Twp | Ton | 300 | \$10.75 | \$3,225.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$9.88 | \$2,904.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Stockpile | | | | \$3,225.00 | | | | | | \$2,904.00 | | | | -100.00% |

CRANE TRUCKING

| BID CHECK | UNIT PRICE | TOTAL |
|-----------|------------|------------|
| | \$10.25 | \$3,075.00 |
| | | -4.65% |

DANVERS RD
SEC. 06-12000-00-GM GR 10

ITEM
Incidental Bituminous Surfacing

| DELIVERY | UNIT | QUANTITY | UNIT PRICE | ESTIMATE TOTAL | McLEAN CO ASPHALT UNIT PRICE | TOTAL | GRAY'S MATERIAL UNIT PRICE | TOTAL | McLEAN CO ASPHALT BID BOND UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | ROWE UNIT PRICE | TOTAL |
|----------|------|----------|------------|----------------|------------------------------|--------|----------------------------|-------------|---------------------------------------|-------------|------------|--------|-----------------|----------|
| On Road | Ton | 200 | \$79.50 | \$15,900.00 | \$0.00 | \$0.00 | \$75.00 | \$15,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | \$15,900.00 | | | | | | \$15,000.00 | | | | -100.00% |

McLEAN COUNTY HIGHWAY DEPARTMENT
FEBRUARY 23, 2006

DAWSON RD
SEC. 06-13000-00-GM GR 10
ITEM
Incidental Bituminous Surfacing

| | | | | | | | | | | | |
|--------------------------|------------|------------------------|------------|---------------------------|--------|----------------------------------|------------|-----------------|--------|-------|----------|
| ENGINEERS ESTIMATE TOTAL | \$6,375.00 | HJ EPEL BID BOND TOTAL | \$6,625.00 | GRAYS MATERIAL UNIT PRICE | \$0.00 | MCLEAN CO ASPHALT BID BOND TOTAL | \$6,000.00 | ROWE UNIT PRICE | \$0.00 | TOTAL | \$0.00 |
| DELIVERY On Road | 75 Ton | UNIT PRICE | \$85.00 | TOTAL | \$0.00 | UNIT PRICE | \$80.00 | TOTAL | \$0.00 | | \$0.00 |
| | | | | | | | | | | | -100.00% |
| | | | | | | | | | | | -6.88% |

DAWSON RD
SEC. 06-13000-00-GM GR 14
ITEM
Cover Coat Agg CA-14
(Crushed Limestone Only)

| | | | | | | | | | | | |
|-------------------------------|------------|----------------------------------|------------|-----------------|--------|---------------------------|------------|--------------------------------|-------------|--|--------|
| ENGINEERS ESTIMATE TOTAL | \$9,100.00 | MCLEAN CO ASPHALT BID BOND TOTAL | \$9,509.50 | ROWE UNIT PRICE | \$0.00 | TOWANDA CO BID BOND TOTAL | \$9,509.50 | CRANE TRUCKING BID CHECK TOTAL | \$10,042.50 | | |
| DELIVERY F.O.B. Twp Stockpile | 650 Ton | UNIT PRICE | \$14.00 | TOTAL | \$0.00 | UNIT PRICE | \$14.63 | TOTAL | \$15.45 | | |
| | | | | | | | | | | | 10.36% |
| | | | | | | | | | | | 4.50% |

DOWNNS RD
SEC. 06-14000-00-GM GR 10
ITEM
Incidental Bituminous Surfacing

| | | | | | | | | | | | |
|--------------------------|-------------|------------------------|-------------|---------------------------|--------|----------------------------------|-------------|-----------------|--------|-------|----------|
| ENGINEERS ESTIMATE TOTAL | \$15,900.00 | HJ EPEL BID BOND TOTAL | \$19,000.00 | GRAYS MATERIAL UNIT PRICE | \$0.00 | MCLEAN CO ASPHALT BID BOND TOTAL | \$15,400.00 | ROWE UNIT PRICE | \$0.00 | TOTAL | \$0.00 |
| DELIVERY On Road | 200 Ton | UNIT PRICE | \$79.50 | TOTAL | \$0.00 | UNIT PRICE | \$77.00 | TOTAL | \$0.00 | | \$0.00 |
| | | | | | | | | | | | -100.00% |
| | | | | | | | | | | | -3.14% |

DRY GROVE RD
SEC. 06-15000-00-GM GR 9
ITEM
Incidental Bituminous Surface

| | | | | | | | | | | | |
|--------------------------|------------|----------------------------------|------------|-----------------|---------|------------|------------|--|--|--|--------|
| ENGINEERS ESTIMATE TOTAL | \$2,125.00 | MCLEAN CO ASPHALT BID BOND TOTAL | \$2,100.00 | ROWE UNIT PRICE | \$42.00 | TOTAL | \$2,100.00 | | | | |
| DELIVERY On Truck | 50 Ton | UNIT PRICE | \$42.50 | TOTAL | \$0.00 | UNIT PRICE | \$0.00 | | | | |
| | | | | | | | | | | | -1.18% |
| | | | | | | | | | | | -9.41% |

Location of Asphalt Plant
DRY GROVE RD
SEC. 06-15000-00-GM GR 10
ITEM
Incidental Bituminous Surfacing

| | | | | | | | | | | | |
|--------------------------|------------|---------------------------|---------|----------------------------------|------------|-----------------|---------|-------|--------|--|----------|
| ENGINEERS ESTIMATE TOTAL | \$5,565.00 | GRAYS MATERIAL UNIT PRICE | \$0.00 | MCLEAN CO ASPHALT BID BOND TOTAL | \$5,250.00 | ROWE UNIT PRICE | \$0.00 | TOTAL | \$0.00 | | |
| DELIVERY On Road | 70 Ton | UNIT PRICE | \$79.50 | TOTAL | \$0.00 | UNIT PRICE | \$75.00 | TOTAL | \$0.00 | | |
| | | | | | | | | | | | -100.00% |
| | | | | | | | | | | | -5.68% |

FUNKS GROVE RD
SEC. 06-17000-00-GM GR 10
ITEM
Incidental Bituminous Surfacing

| | | | | | | | | | | | |
|--------------------------|------------|---------------------------|---------|----------------------------------|------------|-----------------|---------|-------|--------|--|----------|
| ENGINEERS ESTIMATE TOTAL | \$7,950.00 | GRAYS MATERIAL UNIT PRICE | \$0.00 | MCLEAN CO ASPHALT BID BOND TOTAL | \$7,800.00 | ROWE UNIT PRICE | \$0.00 | TOTAL | \$0.00 | | |
| DELIVERY On Road | 100 Ton | UNIT PRICE | \$79.50 | TOTAL | \$0.00 | UNIT PRICE | \$76.00 | TOTAL | \$0.00 | | |
| | | | | | | | | | | | -100.00% |
| | | | | | | | | | | | -1.89% |

McLEAN COUNTY HIGHWAY DEPARTMENT
FEBRUARY 23, 2006

LEXINGTON RD
SEC. 06-21000-00-GM GR 10
ITEM
Incidental Bituminous Surfacing

| | | | | | | | | | | | |
|------------------|----------|-------------|--------------------|-------------------------------------|--|--------|--|--|--------|------------------------------|----------|
| DELIVERY On Road | UNIT Ton | QUANTITY 50 | UNIT PRICE \$79.50 | ENGINEERS ESTIMATE TOTAL \$3,975.00 | HJ EPPEL BID BOND UNIT PRICE \$100.00 TOTAL \$5,000.00 | 25.79% | GRAYS MATERIAL UNIT PRICE TOTAL \$0.00 | MCLEAN CO ASPHALT BID BOND UNIT PRICE \$89.00 TOTAL \$4,450.00 | 11.95% | ROWE UNIT PRICE TOTAL \$0.00 | -100.00% |
|------------------|----------|-------------|--------------------|-------------------------------------|--|--------|--|--|--------|------------------------------|----------|

MARTIN RD
SEC. 06-22000-00-GM GR 10
ITEM
Incidental Bituminous Surfacing

| | | | | | | | | | | | |
|------------------|----------|--------------|--------------------|-------------------------------------|---|--------|--|--|--------|------------------------------|----------|
| DELIVERY On Road | UNIT Ton | QUANTITY 100 | UNIT PRICE \$90.00 | ENGINEERS ESTIMATE TOTAL \$9,000.00 | HJ EPPEL BID BOND UNIT PRICE \$110.00 TOTAL \$11,000.00 | 22.22% | GRAYS MATERIAL UNIT PRICE TOTAL \$0.00 | MCLEAN CO ASPHALT BID BOND UNIT PRICE \$85.00 TOTAL \$8,500.00 | -5.56% | ROWE UNIT PRICE TOTAL \$0.00 | -100.00% |
|------------------|----------|--------------|--------------------|-------------------------------------|---|--------|--|--|--------|------------------------------|----------|

MOUNT HOPE RD
SEC. 06-24000-00-GM GR 10
ITEM
Incidental Bituminous Surfacing

| | | | | | | | | | | |
|------------------|----------|--------------|--------------------|--------------------------------------|--|----------|---|-------|------------------------------|----------|
| DELIVERY On Road | UNIT Ton | QUANTITY 150 | UNIT PRICE \$79.50 | ENGINEERS ESTIMATE TOTAL \$11,925.00 | GRAYS MATERIAL UNIT PRICE TOTAL \$0.00 | -100.00% | MCLEAN CO ASPHALT BID BOND UNIT PRICE \$80.00 TOTAL \$12,000.00 | 0.63% | ROWE UNIT PRICE TOTAL \$0.00 | -100.00% |
|------------------|----------|--------------|--------------------|--------------------------------------|--|----------|---|-------|------------------------------|----------|

NORMAL RD
SEC. 06-25000-00-GM GR 10
ITEM
Incidental Bituminous Surfacing
Bit Surf Removal 1 1/2"
Temporary Ramp
Bit Malt's RC-70 Prime

| | | | | | | | | | | | |
|------------------|----------|-------------|--------------------|-------------------------------------|--|----------|--|------------|------------------------------|----------|---------|
| DELIVERY On Road | UNIT Ton | QUANTITY 20 | UNIT PRICE \$80.00 | ENGINEERS ESTIMATE TOTAL \$1,600.00 | GRAYS MATERIAL UNIT PRICE TOTAL \$0.00 | -100.00% | MCLEAN CO ASPHALT BID BOND UNIT PRICE \$88.76 TOTAL \$1,975.20 | | ROWE UNIT PRICE TOTAL \$0.00 | -100.00% | |
| ON Road | Sq Yd | 178 | \$40.00 | \$7,120.00 | \$0.00 | | \$10.00 | \$1,780.00 | \$0.00 | \$0.00 | |
| ON Road | Sq Yd | 11 | \$25.00 | \$275.00 | \$0.00 | | \$10.00 | \$110.00 | \$0.00 | \$0.00 | |
| ON Road | Gal | 10 | \$5.00 | \$50.00 | \$0.00 | | \$4.00 | \$40.00 | \$0.00 | \$0.00 | |
| | | | | \$9,245.00 | | | \$3,905.20 | | | \$0.00 | |
| | | | | | | | | | | | -57.76% |

RANDOLPH RD
SEC. 06-27000-00-GM GR 10
ITEM
Incidental Bituminous Surfacing

| | | | | | | | | | | |
|------------------|----------|--------------|--------------------|-------------------------------------|--|----------|--|--------|------------------------------|----------|
| DELIVERY On Road | UNIT Ton | QUANTITY 125 | UNIT PRICE \$79.50 | ENGINEERS ESTIMATE TOTAL \$9,937.50 | GRAYS MATERIAL UNIT PRICE TOTAL \$0.00 | -100.00% | MCLEAN CO ASPHALT BID BOND UNIT PRICE \$78.00 TOTAL \$9,750.00 | -1.88% | ROWE UNIT PRICE TOTAL \$0.00 | -100.00% |
|------------------|----------|--------------|--------------------|-------------------------------------|--|----------|--|--------|------------------------------|----------|

McLEAN COUNTY HIGHWAY DEPARTMENT
FEBRUARY 23, 2006

WEST RD
SEC. 06-29000-00-GM GR 10

| McLEAN CO ASPHALT | | H.J. EPPEL | | GRAYS MATERIAL | | ROWE | |
|-------------------|------|------------|-------------|----------------|------------|-------------|----------|
| DELIVERY | UNIT | QUANTITY | UNIT PRICE | UNIT PRICE | UNIT PRICE | UNIT PRICE | TOTAL |
| On Road | Ton | 120 | \$79.50 | \$105.00 | \$0.00 | \$80.00 | \$0.00 |
| On Road | Gal | 200 | \$3.50 | \$3.00 | \$0.00 | \$4.00 | \$0.00 |
| ESTIMATE TOTAL | | | \$10,240.00 | \$12,600.00 | \$0.00 | \$800.00 | \$0.00 |
| BID BOND TOTAL | | | \$13,200.00 | \$13,200.00 | \$0.00 | \$10,400.00 | \$0.00 |
| | | | 28.91% | | | 1.56% | -100.00% |

ITEM
Incidental Bituminous Surfacing
Bituminous Materials MC-30 Prime

McLEAN COUNTY
SEC. NON-MFT 06-00140-03-SM, 06-00134-07-SM
& 06-00044-10-SM

| McLEAN CO ASPHALT | | H.J. EPPEL | | GRAYS MATERIAL | | ROWE | |
|-----------------------------|-------|------------|----------------|----------------|------------|--------------|--------------|
| DELIVERY | UNIT | QUANTITY | UNIT PRICE | UNIT PRICE | UNIT PRICE | UNIT PRICE | TOTAL |
| Tree Removal 6-15 | Unit | 300 | \$11.00 | \$0.00 | \$0.00 | \$25.00 | \$7,500.00 |
| Tree Removal Over 15 | Unit | 34 | \$18.00 | \$0.00 | \$0.00 | \$30.00 | \$1,020.00 |
| Earth Excavation | Cu Yd | 6,150 | \$30.00 | \$0.00 | \$0.00 | \$20.50 | \$126,075.00 |
| Agg Base Cse B | Ton | 9,125 | \$25.00 | \$0.00 | \$0.00 | \$22.00 | \$200,750.00 |
| Bit Walls Pr Ct | Gal | 3,725 | \$3.50 | \$0.00 | \$0.00 | \$3.15 | \$11,733.75 |
| Agg Pr Ct | Ton | 190 | \$30.00 | \$0.00 | \$0.00 | \$0.01 | \$1.90 |
| Bit Surf Rem But Jt | Sq Yd | 1,408 | \$30.00 | \$0.00 | \$0.00 | \$20.00 | \$28,160.00 |
| Temporary Ramp | Sq Yd | 116 | \$30.00 | \$0.00 | \$0.00 | \$28.00 | \$3,248.00 |
| Incidental Bit Surf | Ton | 305 | \$130.00 | \$0.00 | \$0.00 | \$115.00 | \$35,075.00 |
| Comb Curb Gutter Rem | Foot | 126 | \$15.00 | \$0.00 | \$0.00 | \$12.05 | \$1,518.30 |
| P Cut CL C 1 18 | Ton | 2,450 | \$25.00 | \$0.00 | \$0.00 | \$25.00 | \$61,250.00 |
| P Cut CL C 1 Eqrs 18 | Foot | 30 | \$27.00 | \$0.00 | \$0.00 | \$54.50 | \$1,635.00 |
| P Cut CL C 1 Eqrs 30 | Foot | 90 | \$47.00 | \$0.00 | \$0.00 | \$44.50 | \$4,005.00 |
| Raised Refl Pavt Marker | Each | 104 | \$32.00 | \$0.00 | \$0.00 | \$104.00 | \$10,816.00 |
| Raised Refl Pavt Marker Rem | Each | 48 | \$1,536.00 | \$0.00 | \$0.00 | \$33.75 | \$1,620.00 |
| BC BC Super 10 | Sq Yd | 48 | \$480.00 | \$0.00 | \$0.00 | \$16.50 | \$792.00 |
| BC SC Super "C" N50 | Sq Yd | 1,115 | \$27,875.00 | \$0.00 | \$0.00 | \$53.00 | \$59,095.00 |
| BCBC Sup IL19.0 N50 | Ton | 4,300 | \$60.00 | \$0.00 | \$0.00 | \$59.00 | \$253,700.00 |
| RR Prot Liability Ins | Ton | 3,425 | \$54.00 | \$0.00 | \$0.00 | \$52.00 | \$178,103.00 |
| Retro Groove Rum Strip | L Sum | 1 | \$4,000.00 | \$0.00 | \$0.00 | \$3,500.00 | \$3,500.00 |
| | Foot | 440 | \$4.50 | \$0.00 | \$0.00 | \$4.25 | \$1,870.00 |
| ESTIMATE TOTAL | | | \$1,070,673.50 | \$0.00 | \$0.00 | \$991,464.95 | \$7,400.00 |
| | | | -100.00% | | | | -7.40% |

**Resolution
Of The County Board
McLean County, Illinois**

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

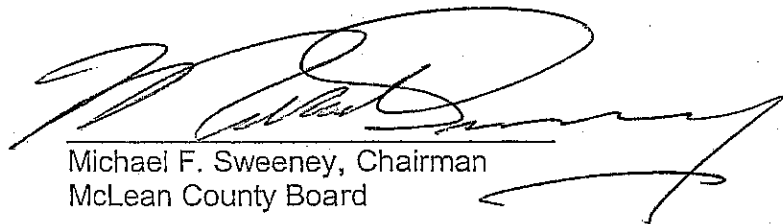
IT IS HEREBY DECLARED, ORDAINED AND RESOLVED by the County Board of McLean County, Illinois, that the statutory maximum vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are greater, or less, respectively, than that considered reasonable and proper on the street or highway,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

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


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

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

Adopted and passed this 21st day of March, 2006.


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, McLean County Clerk

(SEAL)

McLean County Highway Department

APPLICATION FOR THE ESTABLISHMENT OF AN ALTERED SPEED ZONE

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

.....

To the COUNTY BOARD

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



Establishment
of new zone

Revision of
existing zone

Extension of
existing zone

Street or roadway to be zoned: C.H. 70 – White Oak Road

From: 1,757 feet North of Locust Street

To: 1,597 feet South of College Ave.

County McLean In or near Bloomington/Normal Length 1.39 Mi. Proposed Speed 45 mph

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

Date: February 24, 2006

Submitted by: 

John E. Mitchell,
McLean County Engineer

Enclosures:



Copy of Ordinance

Establishment of Speed Zone

Spot Speed study

Condition Diagram

McLEAN COUNTY HIGHWAY DEPARTMENT

ROUTE CH 70 (White Oak Road) FROM 1,757 Feet North of Locust Street
 TO 1,597 Feet South of College Avenue A DISTANCE OF 1.39 MILES
 IN McLEAN COUNTY

I. SPOT SPEED STUDIES (ATTACHED)

| CHECK NO. | 85 th % | 10 MPH PACE UPPER LIMIT |
|-----------|--------------------|-------------------------|
| 1 | 47.5 | 44 |
| 2 | 53.8 | 49 |
| | | |
| Avg. | 50.6 | 46.5 |

V. DRIVEWAY CONFLICTS

| | | | |
|---------------------------------|-----|---------------------|-----|
| RESIDENTIAL DRIVES | ___ | X 1.0 = | ___ |
| SMALL BUSINESS DRIVES | ___ | X 5.0 = | ___ |
| LARGE BUSINESS DRIVES | ___ | X 10.0 = | ___ |
| DRIVEWAY CONFLICTS NUMBER TOTAL | ___ | | ___ |
| <u>(D.C.N.) =</u> | | <u>N/A</u> | |
| MILES | | CONFLICT NO. / MILE | |

II. DESIGN POLICIES

VI. MISC. FACTORS

| | | | |
|-----------------------|-------------------------------------|--------|-----------------------------|
| PEDESTRIAN VOLUME | <u>N/A</u> | | |
| ACCIDENT RATE RATIO : | | | |
| | <u> </u> | AVG. = | <u>>2</u> |
| | COUNTY | | |
| | ROUTE | | |
| PARKING PERMITTED | <input checked="" type="checkbox"/> | YES | <input type="checkbox"/> NO |

III. PREVAILING SPEED

VII. PREVAILING SPEED ADJUSTMENT

| | |
|----------------------------------|-----------------|
| 85 th PERCENTILE AVG. | <u>50.6</u> MPH |
| UPPER LIMIT AVG. | <u>46.5</u> MPH |
| PREVAILING SPEED: | <u>48.5</u> MPH |

| | | |
|---------------------------|-------------|---------------------------|
| DRIVEWAY ADJUSTMENT | ___ | % |
| PEDESTRIAN ADJUSTMENT | ___ | % |
| ACCIDENT ADJUSTMENT | <u>10</u> | % |
| PARKING ADJUSTMENT | ___ | % |
| TOTAL (MAX 20%) | <u>10</u> | % |
| <u>48.5</u> MPH | X | <u>.10</u> % = <u>4.8</u> |
| PREVAILING SPEED | ADJUSTMENT | (MAX 10 MPH) |
| ADJUSTED PREVAILING SPEED | <u>43.7</u> | MPH |

IV. EXISTING SPEED LIMITS

VIII. REVISED SPEED LIMIT

| | |
|--------------------|-----------------|
| ZONE BEING STUDIED | <u>55</u> MPH |
| VIOLATION RATE | <u>2</u> % |
| ADJACENT ZONES N | <u>45</u> MPH |
| LENGTH | <u>5</u> MILES |
| S | <u>35</u> MPH |
| LENGTH | <u>.5</u> MILES |

| | |
|----------------------------|---|
| RECOMMENDED SPEED LIMIT | <u>45</u> MPH |
| ANTICIPATED VIOLATION RATE | <u>4</u> % |
| RECOMMEND BY | <u>John E. Mitchell</u> |
| ORGANIZATION | <u>McLean County Highway Department</u> |
| DATE | <u>2/24/06</u> |

SCHEDULE OF ALTERED SPEED ZONE

| <u>Name of Street or Highway</u> | <u>Exact Limit of Zone</u> | | <u>Maximum Speed Limits</u> |
|--------------------------------------|--------------------------------------|-------------------------------------|---------------------------------|
| | <u>From:</u> | <u>To:</u> | |
| CH 70 – White Oak Rd. | 1,757 Feet North of Locust street | 1,597 Feet South of College Ave. | 45 mph |

RESOLUTION

ADOPTING A PRELIMINARY PLAN
For the Knob Hill Acres P.U.D. Subdivision, File S-05-23

WHEREAS, Knob Hill Development, LLC, has requested approval of a preliminary plan for the Knob Hill Acres P.U.D., file S-05-23, as provided in the Land Subdivision Regulations of McLean County; and

WHEREAS, said preliminary plan shows 17 residential lots and two out lots; and

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

WHEREAS, the Land Use and Development Committee recommends that the proposed preliminary plan for Knob Hill Acres P.U.D. be approved, provided Knob Hill Development, LLC, obtains approval from the County Health Department for easement locations of secondary septic drain fields on each lot before construction plans are approved and provided the Knob Hill Development, LLC, has obtained a plat access certificate from the Illinois Department of Transportation for access to 1475 East Road from Knob Hill Acres P.U.D. before construction plans are approved; now, therefore,

BE IT RESOLVED that the preliminary plan for Knob Hill Acres P.U.D., File S-05-23, be and hereby is approved.

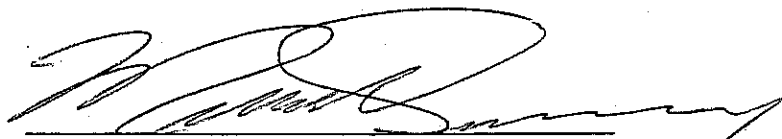
Adopted by the County Board of McLean County, Illinois, this 21st day of March 2006

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-05-23

1. REFERENCE

- A. Meeting date: February 2, 2006 and continued on March 2, 2006
- B. Subdivider's name: Knob Hill Development, LLC
- C. Subdivision name: Knob Hill Acres P.U.D.

2. LOCATION AND, LAND USE AND REQUEST:

- A. Property location: Immediately north of the White Tail Ridge Subdivision, immediately west of Old US Route 51 and approximately ½ mile north of 525 North Road
- B. Township: Randolph Township
- C. Parcel Numbers: 28-16-200-017, 28-16-200-020 and 28-16-251-009
- D. Existing zoning: R-1 Single Family Residence District
- E. Applicant request: Approval of an amended preliminary subdivision plan for 17 residential lots and two out lots in the Knob Hill Acres P.U.D. Subdivision; a residential planned unit development was approved in this case by the County Board on February 21, 2006 in case SU-05-24.

This was sent back to Committee by the County Board on February 21, 2006 at the request of the applicant. The applicant in this case is requesting to amend the preliminary plan to move the north entrance to the subdivision approximately 300' to the north per the requirements of the Illinois Department of Transportation. This change will involve changing the configuration of several of the lots.

The acreage for Lot 16 in the amended plan needs to be corrected to indicate 1.3 acres

- F. Existing land use: Part of the property has been used as a single family residence with out-buildings and part of the property was used as a plant nursery

3. DIMENSIONS & REVIEW:

- A. Size of Parcel: 27 acres in area
- B. County Health Department: Has not made final comments on the preliminary plan at the time this report was mailed.
- C. County Highway Department: Recommends approval provided the applicant has obtained a plat access certificate from the Illinois Department of Transportation for access to 1475 East Road from Knob Hill Acres P.U.D. before construction plans are approved.

Staff recommends that the preliminary plan be approved with the following conditions: The acreage for Lot 16 in the amended preliminary plan is to be corrected to indicate 1.3 acres; deficiencies that are identified by the County Health Department at the meeting of the Land Use and Development Committee and approved by the Committee are incorporated into the preliminary plan; applicant obtains approval from the County Health Department for easement locations of secondary septic drain fields on each lot before construction plans are approved; and applicant obtains a plat access certificate from the Illinois Department of Transportation for access to 1475 East Road from Knob Hill Acres P.U.D. before construction plans are approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Philip Dick", written in a cursive style.

Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT
For the Duane Johnson Subdivision, File S-06-05

WHEREAS, Richard Duane and Joan F. Johnson have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the Duane Johnson Subdivision, file number S-06-05, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Richard Duane and Joan F. Johnson have subdivided one lot from their farm property in order to build a dwelling; and

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

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

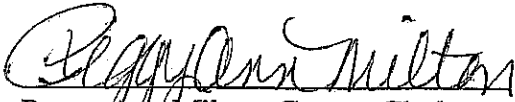
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

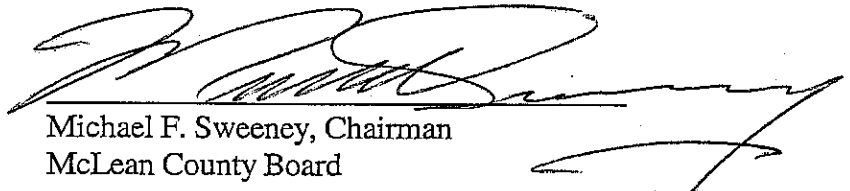
BE IT ORDAINED that the said waiver and final plat for the aforesaid Duane Johnson Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 21st day of March, 2006

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-06-05

1. REFERENCE

- a. Meeting date: March 2, 2006
- b. Subdividers' names: Richard Duane & Joan F. Johnson
- c. Subdivision name: Duane Johnson Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 3958 N 2350 East Road, LeRoy, IL 61752
- b. Township: Downs Township
- c. Parcel Number: Part of 29-25-100-004
- d. Existing zoning: Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a one lot final subdivision plat for the Duane Johnson Subdivision
- f. Existing land use: Farm dwelling under construction – the applicants are farmers and farm owners who are requesting approval of this one lot subdivision in order to set their dwelling, that is under construction, aside from their farm on a 2.4 acre lot

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: 2.4 acres in area
- b. County Health Department: Recommends approval of the proposed subdivision plat
- c. County Highway Department: Highway Department Staff has reviewed the final plat of the Duane Johnson Subdivision and recommends approval of the waiver of preliminary plan requirements and the final plat; the Downs Township Road Commissioner has approved an entrance to the proposed subdivision.

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

Respectfully submitted,



Philip Dick, AICP, Director



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

Michael F. Sweeney
Chairman

March 21, 2006

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

Your JUSTICE COMMITTEE, acting upon the recommendation of the County Auditor, herewith respectfully recommends approval of the request received from the McLean County Public Defender to apply for a County credit card.

Your JUSTICE COMMITTEE herewith further respectfully recommends that the maximum spending limit on the County credit card issued to the McLean County Public Defender be set at \$3,000.00 and that it be limited to the following authorized uses: approved travel expenses when conducting County business, purchase of specific commodities (e.g. office supplies) and any other approved emergency expenditure.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

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



OFFICE OF THE PUBLIC DEFENDER
(309) 888-5235 Fax (309) 888-5765
Law & Justice Center
104 W. Front Room 603 Bloomington, Illinois 61701

February 17, 2006

Members of the Justice Committee:

Pursuant to the Auditor's instructions, I am hereby requesting that you authorize a Public Defender credit card with a credit limit of \$3,000.

A handwritten signature in black ink, which appears to read "Amy Johnson Davis".

Amy Johnson Davis
Public Defender

Members Owens/Gordon 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 Bass stated the Executive Committee had no items for action.

JUSTICE COMMITTEE:
Member Renner, Chairman, presented the following:

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information

| | |
|---|---|
| <u>Requesting Agency or Department:</u> EMERGENCY MANAGEMENT AGENCY | <u>This request is for:</u> <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant |
| <u>Grantor:</u> ILLINOIS TERRORISM TASK FORCE | <u>Grant Type:</u> <input type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other |
| <u>Anticipated Grant Amount:</u> \$ <p style="text-align: center;">\$2,140.00</p> | <u>Grant Funding Method:</u> <input type="checkbox"/> Reimbursement <input type="checkbox"/> Pre-Funded <u>Expected Initial Receipt Date:</u> |
| <u>Anticipated Match Amount (if applicable):</u> \$ | <u>Source of Matching Funds (if applicable):</u> |

Personnel and Information

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

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

Additional Costs and Requirements (if applicable)

| | |
|---|---|
| <u>Description of equipment to be purchased:</u> VHF RADIO ? INTEROPERABLE EQUIP | <u>Description of subcontracting costs:</u> |
|---|---|

| <u>Additional Costs Chart</u> | Current FY | Current FY+1 | Current FY+2 |
|---------------------------------------|------------|--------------|--------------|
| <u>Subcontractors</u> | \$ | \$ | \$ |
| <u>Equipment</u> | \$ | \$ | \$ |
| <u>Other SOFTWARE COST AFTER 2 YR</u> | \$ 0 | \$ 0 | \$ 179 |
| <u>Total Cost</u> | \$ | \$ | \$ |

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

179.00 per year software agreement after 2nd year.

Responsible Personnel for Grant Reporting and Oversight:

Curtis Hawk
 Department Head Signature

2/24/06
 Date

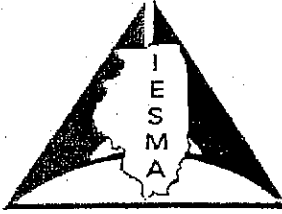
 Grant Administrator Signature (if different)

 Date

OVERSIGHT COMMITTEE APPROVAL

 Chairman

 Date



Illinois Emergency Services Management Assn.

AN ORGANIZATION OF LOCAL EMERGENCY SERVICES AND DISASTER AGENCIES

NOTICE OF GRANT AGREEMENT

Part I - Notice of Grant Award to: MCLEAN COUNTY EMA

This Grant Agreement is made and entered by and between the **Illinois Emergency Services Management Association** (Grantor), 1515 Schooner Ct, Zion, Illinois 60099, and **McLean County EMA** (Grantee), 104 W Front Street, Bloomington, IL 61702.

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

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding **\$ 2,140.00** for the period from the **March 1, 2006** of this Agreement to **March 31, 2006**. For purposes of this Agreement, evidence of financial obligations must be presented to ILEAS PRIOR to **March 31, 2006**.

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

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

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

Part II - Term

The term of this Grant Agreement shall be from the **March 1, 2006** by the Grantor through **March 31, 2006**.

Part III - Scope of Work

The purpose of the grant is to provide funding to the Grantee to implement an equipment acquisition program to support enhanced operational, technical and communication capabilities of designated local emergency operations centers during a homeland security emergency or major event. The equipment procured by the local emergency operations centers will be eligible under the DHS programmatic guidelines and support homeland security activities.

Part IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of \$ 2,140.00.

Part V - Terms and Conditions

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

METHOD OF COMPENSATION: The method of compensation shall be reimbursement upon submission to the Grantor by the Grantee of an approved invoice. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor. No costs eligible under this agreement shall be incurred after **March 31, 2006**.

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

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

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

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

- A. Modifications may be required because of changes in State or Federal laws or regulations as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or

proposed amendment to such regulations before a modification is made to the Agreement.

- B. Modifications may be made upon written agreement of both Grantor and Grantee.

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

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

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

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

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

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

SEVERABILITY CLAUSE: If any provision under the Grant Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of the Grant Agreement.

which can be given effect without the invalid provision, or application.

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

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

WAIVERS: No waiver of any condition of this grant agreement may be effective unless in writing from the IESMA President.

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

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

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

LIABILITY: The Grantor assumes no liability for actions of the grantee under this agreement, including, but not limited to, the negligent acts and omissions of grantee's agents, employees, and subcontractors in their performance of the grantee's duties as

described under this agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this grant, except as those representations are made by the manufacture of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by the grantee, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

Part VI - Assurances

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

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

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

The Grantee will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

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

Part VII - Certification

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

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

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

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

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

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

Under penalties of perjury, I certify that **37-600159** is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business as a Governmental Entity.

Part VIII - Drug Free Certification

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

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

Grantor:
ILLINOIS EMERGENCY SERVICES
MANAGEMENT ASSOCIATION

Grantee:
MCLEAN COUNTY EMA

By: _____
Tom Smith, IESMA President

By: Curtis Hawk DIRECTOR
EMA/ESDA Name & Title

DATE: _____

DATE: 2/24/06

2005 ITTF/IESMA EOC Equipment Grant Application

Use select the category or categories of the equipment that you are requesting and indicate by ranking (#1 being highest) your priority. You must identify the quantity, exact model and price of each piece of equipment being requested. Please consider that any installation, if not included in the purchase price, will be the responsibility of the receiving jurisdiction.

| NK QUANTITY | CATEGORY | MAKE/MODEL | PRICE EACH | SHIPPING | TOTAL |
|-------------|---|---|-------------|----------|--------------|
| | Computers (Interoperable Communications Equipment) | | | | \$ - |
| 2 | Interoperable Radio Equipment (Interoperable Communications Equipment) | Motorele XTL-5000 Starcom 24 Base radio <i>APPROVED</i> | \$ 4,499.00 | \$ - | \$ 8,998.00 |
| 1 | Interoperable Radio Equipment (Interoperable Communications Equipment) | Kenwood TK-7150 VHF Narrowband Base radio | \$ 800.00 | | \$ 800.00 |
| | Audio/Visual Equipment (Terrorism Incident Prevention Equipment) | | | | \$ - |
| | EOC/IC Software (Terrorism Incident Prevention Equip.) | | | | \$ - |
| 1 | Phone Systems (Interoperable Communications Equipment) | Cellular Specialties CSIBDA150-PF Nextel signal extender <i>APPROVED</i> | \$ 1,340.00 | | \$ 1,340.00 |
| | Video/Voice Conferencing Software (Interoperable Communications Equip.) | | | | \$ - |
| | Satellite Uplink/Downlink Capability (category 6.24) | | | | \$ - |
| | Public Address System, Low Power Radio Emergency | | | | \$ - |
| | Public Information Station (category 6.38) | | | | \$ - |
| | | Grand Total | | | \$ 11,128.00 |

2,140.00

Members Renner/Rackauskas moved the County Board approve a Request for Approval to Accept a Grant from the Illinois Terrorism Task Force – E.M.A. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the General Report is found on pages 34-39.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, stated the Land Use and Development Committee had not items for action and their General Report is located on pages 40-44.

FINANCE COMMITTEE:
Member Berglund, Vice-Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD
APPROVING the CDAP REVOLVING LOAN APPLICATION
SUBMITTED BY BOITNOTT FOODS INC. d/b/a MORE FOR LESS

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

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

WHEREAS, the Finance Committee of the Board has received and reviewed a CDAP Revolving Loan application submitted by Boitnott Foods, Inc. d/b/a More For Less, an independent, private entrepreneur, who is seeking approval of a \$150,000.00 CDAP loan to locate a new grocery store at 1510 West Market Street, Bloomington, Illinois; and,

WHEREAS, the closing and payout of the CDAP loan for the proposed More For Less grocery store is subject to final approval and underwriting of an SBA loan and commercial bank loan to be provided by US Bank; and,

WHEREAS, pursuant to the CDAP program regulations of the DCEO and the adopted CDAP guidelines of the Board, the CDAP Revolving Loan application submitted by Boitnott Foods, Inc. d/b/a More For Less meets the requirements of the DCEO and the Board; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, March 7, 2006, recommended approval of the CDAP Revolving Loan application submitted by Boitnott Foods, Inc. d/b/a More For Less, an independent, private entrepreneur, who is seeking approval of a \$150,000.00 CDAP loan to locate a new grocery store at 1510 West Market Street, Bloomington, Illinois; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, March 7, 2006, recommended approval of the closing and payout of the CDAP loan for the proposed More For Less grocery store, subject to final approval and underwriting of an SBA loan and commercial bank loan to be provided by US Bank; now, therefore,

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

- (1) The McLean County Board hereby approves the CDAP Revolving Loan application submitted by Boitnott Foods, Inc. d/b/a More For Less, an independent, private entrepreneur, who is seeking approval of a \$150,000.00

(2)

CDAP loan to locate a new grocery store at 1510 West Market Street, Bloomington, Illinois.

(2) The McLean County Board hereby approves the closing and payout of the CDAP loan for the proposed More For Less grocery store, subject to final approval and underwriting of an SBA loan and commercial bank loan to be provided by US Bank.

(3) The McLean County Board hereby requests that a certified copy of this Resolution be forwarded to the Chief Executive Officer, Economic Development Council of Bloomington-Normal, McLean County, the County Treasurer, the First Civil Assistant State's Attorney, and the County Administrator.

ADOPTED by the McLean County Board this 21st day of March, 2006

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

TERM SHEET

CDAP LOAN APPLICATION REQUEST

Applicant: Boitnott Foods Inc.
D/b/a More for Less
4251 Banner Stone Road
Heyworth, Illinois 61745
Mr. Thomas C. Boitnott, President/Applicant

Financing Requested: CDAP Loan through McLean County

Type of Business: Retail Grocery Store

Location of Business: 1510 West Market Street
Bloomington, Illinois
(former location of the ALDI Grocery Store)

Principal Amount of Loan: \$150,000.00

Term of Loan: 10 Years

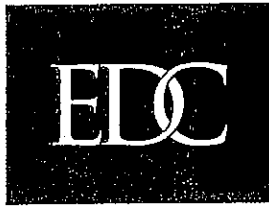
Interest Rate: 3.0% fixed

Security for the Loan: UCC 1 – First Lien on the Inventory and a Third Lien on Equipment, Fixtures and Leasehold Improvement

Amortization Schedule: Level Debt Service over Term of Loan
Monthly Payment due on the first day of the month beginning 30 days after the closing date of the Loan

Number of New Jobs Created and/or Jobs Retained: 10 permanent FTE jobs to be created within 12 months
10 permanent FTE jobs to be created within 24 months
10 permanent FTE jobs to be retained as result of this project


Loan Application Review Completed by: Mr. Marty Vanags, CEO, Economic Development Council of the Bloomington-Normal Area and McLean County
Mr. Larry D. Maschhoff, President
The Bank of Illinois



ECONOMIC DEVELOPMENT COUNCIL
OF THE BLOOMINGTON-NORMAL AREA

Investing in McLean County

To: John Zeunik, County Administrator

From: Marty Vanags, CEO 
Economic Development Council of the Bloomington Normal Area
and McLean County

Date: February 24, 2006

Re: Application for Funding from the RLF

Introduction

Enclosed please find a request for funding from the McLean County Revolving Loan Fund for \$150,000. Enclosed you will find the following required items:

1. A letter from Rodney Walker, Market President of U.S. Bank in Bloomington indicating the need for the loan, and their commitment to the project.
2. A "third-party" letter from Larry Maschhoff, President, Bank of Illinois.
3. A completed application from the applicant.
4. A business plan and background information from the applicant.

Proposal

The applicant, Mr. Thomas C. Boitnott of (d.b.a. More for Less) has asked the County for \$150,000 from the Revolving Loan fund for the creation of grocery store on the west side of Bloomington. The grocery store would serve a neighborhood that is underserved in this sector. While other stores such as Walmart and Aldi are nearby on Empire and Wylie Drive, they are not accessible for many residents of the neighborhood the applicant is interested in serving. In addition the applicant is intending to provide services and items these stores do not provide.

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

- Assist short term economic development by creating and retaining jobs.
- Encourage involvement of area financial institutions.

- Assist long term economic development by increasing the tax base and helping to expand the economy.
- Insure financial security of the Fund through appropriate use.

In addition, the applicant meets the key criteria of the loan program in that he is creating 10 full-time equivalent jobs for every \$15,000 being loaned or requested. The loan meets the criteria of benefiting 51% of low to moderate income positions. All of the positions except the owners meet this criterion. Financial need is exhibited through the "fill the gap" criteria of the project as evidenced by the letter from the primary bank lender. The applicant has many years of experience in the industry and knows the business well.

Summary

The "third-party" letter indicates some concern over the ability to provide enough income within the first several years to meet all cash flow obligations. Experience and knowledge of the industry by the applicant may be able to overcome these obstacles. The location of the store is also of concern as indicated in the letter. Again, this store serves a clientele that may not want to travel to the further location and would benefit from the added services provided by the applicant's store. My office (the EDC) has received several calls over the past year from residents of that area indicating their desire for a neighborhood grocery store.

Recommendation

This applicant has a very good opportunity to succeed at this location. The application is the type of application this fund should serve. Applicants with a better equity position are not in need of this type of funding. While the concerns of success are valid, I support the application and would recommend approval by the Finance Committee and the Board of Directors.

Should you have any questions regarding this matter please feel free to contact me.



1702 Eastland Drive
Bloomington, IL 61704
309 662-2700
309 664-2899 fax

February 9, 2006

Martin K. Vanags
Chief Executive Officer
Economic Development Council
3201 Cira Drive, Suite 201
Bloomington, IL 61704

Re: McLean County Revolving Loan Request for More For Less (Thomas C. Boitnott)

Dear McLean County Board Members:

Tom Boitnott has requested a \$150,000 loan through the McLean County Revolving Loan Fund for his new grocery store operation to be located on the West side of Bloomington and to be called, "More For Less". This loan is critical to complete all of the necessary financing he will need to begin the business for the following reasons:

1. The start-up nature of the business with no track record makes it difficult to obtain bank financing by itself. Therefore, a start-up financing package typically includes an SBA portion and some City or County support. In this situation the Revolving Loan Fund would provide the final capital needed to complete the financing package.
2. The 3.0% 10 year fixed rate will provide a competitive advantage for a new start-up operation.
3. This loan would be used to finance inventory and provide permanent working capital. Typically, these assets get financed under a shorter term structure with a revolving feature. This 10 year fully amortizing structure provides a longer term repayment and will give this new business more cash flow flexibility, particularly in its first two years of operation.
4. The terms under this loan with a lower rate and longer term amortization will provide this new business a competitive advantage in a market who already has many competitors.

U.S. Bank is in the process of underwriting the SBA and bank portion of the deal and we hope the Board will approve this loan to round out Tom's total financing needs. This

would be a great new business for McLean County and it will be located in an area along West Market Street that will be suited for this type of store. If anyone has any questions, please feel free to call me anytime. My direct number is 664-2814.

Sincerely,



Rodney S. Walker
Market President



Bank of Illinois

Home Office:
Cub Foods Branch:

102 West College Avenue
403 North Veterans Parkway

Normal, IL 61761
Bloomington, IL 61704

309-452-1186
309-664-5542

February 23, 2006

Economic Development Council
Mr. Martin Vanags
3201 Cira Drive, Suite 201
Bloomington, IL. 61704

Dear Marty,

I have reviewed the request for a \$150,000.00 loan from the McLean County revolving Loan Fund by Mr. Thomas C. Boinott for his More For Less grocery store.

The loan will be a loan to a new corporation formed to operate a new More For Less grocery store located at 1510 West Market St. in Bloomington (site of a former Aldi grocery store). The financial information presented for the grocery store is estimated so actual results may vary considerably from actual financial results in future years.

The pro-forma financials show annual pre tax profit as follows:

| | |
|----------------------|--------------|
| 1 st year | \$124,915.00 |
| 2 nd year | \$127,273.00 |
| 3 rd year | \$137,743.00 |

If the estimated income projections are realized there is sufficient income to service the debt. Our estimated cash flow projections from the pro-forma statements indicate a debt coverage ratio of 2.19 times. This means the corporation has more than two times the cash flow to service all three loans (see attached work sheet). This is a good debt service coverage ratio.

I have compared the More For Less pro-forma ratios with some industry averages through Robert Morris & Associates statement studies to see if the financial numbers are comparable.

| | More For Less Pro-Forma | % | Robert Morris & Associates Industry Averages % |
|----------------------------|----------------------------|-------|---|
| 1 st year Sales | \$3,923,000 | | |
| Gross Profit | \$ 788,918 | 20.1% | 24.9% |
| Expenses | \$ 664,003 | 16.9% | 23.7% |



| | | | |
|----------------------------|-------------|-------|------|
| Profit | \$ 124,915 | 3.2% | 1.2% |
| 2 nd year sales | \$4,030,000 | | |
| Gross Profit | \$ 806,000 | 20.0% | |
| Expenses | \$ 678,727 | 16.8% | |
| Profit | \$ 127,273 | 3.2% | |
| 3 rd year sales | \$4,160,000 | | |
| Gross Profit | \$ 832,000 | 20.0% | |
| Expenses | \$ 694,257 | 16.8% | |
| Profit | \$ 137,743 | 3.3% | |

The pro-forma reports from More For Less as compared to Robert Morris & Associates would indicate they would have a lower gross profit margin of approximately 5%. This may be because the grocery will compete with price-wise stores like Wal-Mart and Aldi, which are their closest competitors. Their expenses are anticipated to be 16.8%-16.9% of sales. This compares to 23.7% as indicated in the Robert Morris & Associates statement studies. This is approximately 7% less which is very good if it can be accomplished. It is important to understand why their numbers are 7% less. This could be accomplished with no grocery baggers, operating less than 24 hr., no shelving, stacking boxes on the floor, no cart return staff, etc. More For Less pro-forma indicates a profit margin of 3.2%-3.3% of sales as compared to Robert Morris & Associates ratio of 1.2%. The profit margin in the pro-forma can only be accomplished if More For Less can reduce their expenses as much as stated in their pro-forma.

The collateral for the loan would be a first lien on the inventory and a third lien on the equipment, fixtures, and leasehold improvements in the store. The collateral position of the county would be very weak. The resale value of used equipment and fixtures would probably not provide a large amount of cash to repay the loan and the value of the remaining inventory especially with perishables upon liquidation would again probably not be sufficient to repay the loan. The best possible repayment comes from the profitability of the operation.

Mr. Boitnott has acquired many years of valuable experience in the grocery business. This experience is very valuable for this venture. Many of the years of experience has been acquired in this community, which is invaluable. Mr. Boitnott's grocery experiences add additional credibility to the pro-forma financial statements presented in this package, and the ability to manage the proposed grocery store.

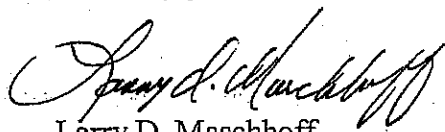
There is some concern on my part with the addition of another grocery store in our community. There are two similar types of grocery stores (low price) Wal-Mart and Aldi within the market area of this store. Both are well known and well established. This store will also compete with larger grocery store on the east side of our community. There is also at present two additional grocery stores that have announced new stores in our community Meijers on College Avenue and Schnucks on Rabb Road. While these are not

near the proposed store each one will potentially draw additional customers from More For Less.

Another concern I have is the time it takes to ramp up sales to a profitable level. The pro-forma statements show sales in the first month at \$316,000 and slowly increasing to \$348,000 in twelve months. If sales do not immediately start in the \$300,000 range there would potential be a need to add additional capital to support the financial needs of the corporation. The financial statements of the Boitnott's do not show a lot of additional liquid assets that could be used to support a potential need for capital during this ramp up time. I am also unaware of sufficient additional monthly income that could be used for capital support during this time.

In summary, I believe this project will face challenges because of the competition near this proposed store and the additional competition within and coming to our community. The grocery business is a low profit industry so the margin for error is narrow. We would ask Mr. Boinott to explain the differences in his pro-forma financial statement ratios and the ratios in the reports from Robert Morris & Associates. There may be logical reasons why his ratios are different. We believe it is important to understand the possible reasons for the differences. The collateral position of the County is weak which does not allow the ability for full recovery of the loan if there is a liquidation of the loan. There also does not appear to be a lot of additional capital available from the owners to support a possible longer period of time to achieve profitable sales than the pro-forma projections indicate. If Mr. Boinott can achieve the pro-forma financial projections there will be sufficient income to repay all proposed loans. Mr. Boinott's experiences in the grocery industry certainly aids in the ability to achieve the sales to make this proposal work.

Sincerely yours,



Larry D. Maschhoff
President
Bank of Illinois

Business**MOR FOR LESS****Sales**

| | |
|--------------------|----------------|
| Gross Sales | \$3,923,000.00 |
| Other Income | \$0.00 |
| Cost of Goods Sold | \$3,134,082.00 |
| Total Income | \$788,918.00 |

Expenses

| | |
|----------------------------------|--------------|
| Total Expenses (less dep.+ int.) | \$577,639.00 |
| Depreciation | \$40,452.00 |
| Interest | \$45,912.00 |
| Total Expenses | \$664,003.00 |

Net Income

| | |
|------------------------------------|--------------|
| Inc. Available for Debt (+int+dep) | \$211,279.00 |
|------------------------------------|--------------|

Debt

| | |
|---|-------------|
| fixed @7.5% Bank #1 \$375,500, 5yr/10yr-am | \$46,884.00 |
| fixed @7.5% SBA \$225,250, 10yr/10yr-am | \$32,246.00 |
| fixed @ 3% Rev. Fund \$150,000 10yr/10yr-am | \$17,418.00 |
| Total Debt | \$96,548.00 |

DSC

| | |
|--------------------------------|--------------|
| Business Debt Service Coverage | 2.19 |
| Business Margin | \$114,731.00 |

Economic Development Loan Application For Revolving Loan Fund

A. Legal Name & Address of Applicant:

Name: Baitwath Foods Inc DBA. Market-Less

Address: 4251 Banner-Street Rd

City: Key West FL State: FL Zip Code: 41745

Contact Person: Thomas C Baitwath Title: President

Phone: 309-473-2261 Fax: 309-473-3911
Cell 309-530-7784

B. Type of Business: Retail Grocery Store - Limited Assortment

C. SIC Code / Category: _____

D. Employer Identification Number: 20 - 32009206

E. Is the applicant wholly or partly owned by any other business? No

F. If you answered "YES" to the above, please provide the name(s) of the other company(s) and the percentage of ownership:

G. Credit References (Please list business references, including name, address, phone & account number):

- Nash Finch - Mr Rick Schmitz 1-800-669-3577
6500 South U.S. 421 Westville IN. 46391

- Mike Sells - Mr Gary Blake 309-452-8036
1114 N Dale Normal IL 61761

H. Checking & Savings Account (Please list names of financial institutions & account numbers):

Tom - 208-728 - Personal Checking - First State Bank Bloomington
" - 508-500 " Savings - " " " "
John - 616/109053 " Checking Basey Bank - Bloomington
John - 612/2334 " Saving " " "

I. Please fill out the following regarding other primary individuals responsible for the management of the business:

| | | | | | |
|--------------------------------------|----------------------|------------------|--|--|--|
| Name | Thomas Boitnott | John Boitnott | | | |
| Position | President Manager | D.P. Asst Mgr | | | |
| % Ownership | 85% | 15% | | | |
| Date Started With the Business | 1/1/06 | 1/1/06 | | | |

J. Business History & Background: Please list information pertinent to the history and background of the business. Include: date(s) of major change(s) in business, employee and sales growth, dates new products and/or service lines were established and other major influences on the products produced or services provided. Please include company product/service brochures or any applicable information, if available.

See page 1 of Plan - Copy attached

SUMMARY

Boitnott Foods, Inc. is a new venture which will be owned by Thomas C. Boitnott, 85% and John T. Boitnott, 15%. The partners intend to open a 13,900 square feet "Mor for Less" grocery store at 1510 W. Market Street in Bloomington, a former Aldi location. "Mor for Less" is a concept promoted by Nash-Finch, the 3rd largest independent grocery supplier in the country. The "Mor for Less" concept was formed in 1992 and there are now 34 stores operating under that name. All operators of "Mor for Less" stores are required to sign a 5 year license and supply agreements.

The "Mor for Less" concept is to compete in the food retail sector with significantly lower pricing as its principal marketing thrust. The store will sell a limited assortment of high volume packer label products, private label and national brand products purchased at the lowest possible cost and sold at the lowest possible retail. Low retail requires a commitment from the owner to operate at the lowest possible and most cost effective expense structure possible.

"Mor for Less" stores compete price-wise with stores such as Wal-Mart and Aldi's. Unlike Wal-Mart and Aldi's "Mor for Less" has a fresh produce section along with a hand cut fresh meat section. Our store will also have on site owners who work at the business on a daily basis.

Tom's background includes nearly 40 years of experience in the industry. He started at age 14 as a bag boy and has been responsible for all facets of a grocery store operation over his career.

His responsibilities have included:

- Setting up new stores
- Marketing
- Personnel Management
- Buying
- Budgeting
- Training
- Inventory Control
- Sales
- Store Operations
- Etc.

Most recently Tom has been a minority stockholder and general manager of Tom's Parkway Foods.

John's background includes five years experience at Tom's Foods as manager of the liquor dept. He is a graduate of Illinois State University. Complete work history on both Tom and John are included in this package.

Contractual agreements with Nash-Finch and lease terms with The Snyder Corp. are shown on following pages.

Outside professionals such as attorneys or CPA's will be hired on an as needed basis.

Store hours have tentatively been set at 9 a.m. to 7:00 p.m. seven days per week.

Our projections for first year's sales are based on the assumption that we would average \$73,000 per week the first month, \$71,000 per week the second, and then gradually build sales over the balance of the first year.

K. Project Description: Please describe all elements of the proposed project. This includes land and building acquisition, building construction and/or renovation, equipment purchases and installation, etc. . . Give estimated time schedule for the project. Include any changes in business activity, what operations will be initiated or expanded, how this relates to existing operations, evidence of the financial feasibility of the project and changes in products and/or services offered. Use additional pages if necessary.

Please see Tab K attached

Tab K

- The building is 13,900 square feet located at 1510 West Market St. Bloomington, Illinois. The building is being leased at \$3.00 per square foot from the Snyder Corporation. Little renovation is planned since this was a former Aldi location. There will be some minor changes in the form of drains, as this store will require more refrigeration with the selling of fresh meat.
- In my estimation once the loan process has been completed it should require approximately 90 day maximum to renovate, paint and install equipment, providing that the Nash Finch Company is ready to go at that time.
- The store (Mor for Less) will be a 13,900 square foot limited assortment store. We will carry about 1400 Stock Keeping Units (for breakdown see Plan page 22 and the two following pages)
- This store will have fresh meat as opposed to Aldi that did not.
- The equipment is proposed to be mostly used to keep the equipment cost as low as possible. For a break down of equipment and furniture (see plan page 22 and the following five pages)
- The opening inventory cost is calculated by Mor for Less (see Plan page 22...pg3, paragraph 5)
- This store will not sell tobacco, liquor or lottery.
- This store will be the west side store that the West side has wanted for some time!!
- The store will be based on Good Produce and Meat...inexpensive groceries, frozen food and dairy. The store will be a clean store with personnel that are friendly!

L. Job Creation & Retention:

- 10 Number of permanent FTE jobs to be created within 12 months of loan
- 10 Number of permanent FTE jobs to be created within 24 months of loan
- 10 Number of permanent FTE jobs to be retained as a result of the project
See Schedule next page

Total Number & Type of Jobs to be Created & Retained:

1. Store Management
2. Department Management
3. full time clerk
4. part time clerk
5. Meat - cutter

Average Rate of Compensation:

1. \$ 30.00 per hour
2. \$ 15.00 per hour
3. \$ 10.00 per hour
4. \$ 6.50 per hour
5. \$ 14.00 per hour

Please provide all information on all installment debts, contracts, notes and mortgages payable. (Present balance should agree with latest balance sheet submitted.)

| | To Whom Payable | Original Amount | Original Date | Present Balance | Interest Rate | Maturity Date | Monthly Payment |
|----|---|-----------------|---------------|-----------------|---------------|---------------|-----------------|
| A. | <i>Personal</i> 1st State Bank Merrillville | \$ 17,000 | 4/8/2003 | \$ 6,547.24 | 5.125% | 5/01/2018 | \$ 613.94 |
| B. | Busby BANK | \$ 105,800 | 2/13/2004 | \$ 103,059 | 5.55% | 3/1/2034 | 1,920.00 |
| C. | | | | | | | |
| D. | | | | | | | |
| E. | | | | | | | |
| F. | | | | | | | |
| G. | | | | | | | |

hr

| Name | Truck | | | Truck | | | Truck | | |
|--------------------|--------|---------|-----------|----------|--------|----------|--------|--|--|
| | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | | |
| Tom | 8am | 8am | 8am | | 8am | 8am | | | |
| JT | 9am | | 9am | 9am | 9am | 9am | | | |
| Full time Grocery | 11am | | 11am | | 11am | | | | |
| Full time FF/Dairy | 9am | 9am | 9am | | | | | | |
| Clerk | 9am | | 9am | | | | | | |
| Clerk | | 9am | | 9am | 9am | | | | |
| Clerk | 2pm | | 2pm | | | | | | |
| Clerk | | 2pm | | 2pm | 2pm | | | | |
| Cashier | 9am | | 9am | | | | | | |
| Cashier | 2pm | | 2pm | | | | | | |
| Cashier | | 9am | | 9am | | | | | |
| Cashier | | 2pm | | 2pm | | | | | |
| Cashier | 12pm | | 12pm | | | | | | |
| Meat Manager | 7am | | 7am | | | | | | |
| Meat Cutter | | 1pm | | | | | | | |
| Meat Cutter | 10am | | | | | | | | |
| Produce | 7am | | 7am | | | | | | |

Grocery
140

Front-End
115

Meat
72

Produce
40

40

40

20

20

20

20

20

25

20

25

25

40

20

12

40

Security offered for each debt contract/note/mortgage:

- A. Personal home - 1st State Bank Monticello
- B. " " - Busby Bank Champaign
- C. _____
- D. _____
- E. _____
- F. _____
- G. _____

M. Description of Collateral: List present market value of collateral and what will be offered to secure requested loan.

| | | Present Market Value | |
|----|-------------------------------|----------------------|----------------------|
| A. | Land & Building | N/A | |
| B. | Inventory | \$125,000 | 1 st Lien |
| C. | Accounts Receivable | N/A | |
| D. | Machinery & Equipment | | |
| E. | Furniture & Fixtures | \$540,000 | 3 rd Lien |
| F. | Other: leasehold improvements | \$80,000 | 3 rd Lien |
| G. | Other: | | |
| H. | Other: | | |
| | Total Collateral: | | |

N. Summary of Total Project Costs:

| | | |
|--------------------------------|-------------------|-----------------|
| Land Acquisition | \$ <u>None</u> | % <u> </u> |
| Building Acquisition | \$ <u>None</u> | % <u> </u> |
| Building Renovations | \$ <u>80,000</u> | % <u> </u> |
| New Construction | \$ <u>None</u> | % <u> </u> |
| New Machinery / Equipment | \$ <u>None</u> | % <u> </u> |
| Used Machinery / Equipment | \$ <u>540,000</u> | % <u> </u> |
| Inventory | \$ <u>125,000</u> | % <u> </u> |
| Working Capital | \$ <u>50,000</u> | % <u> </u> |
| Other <u>FF</u> | \$ <u>35,000</u> | % <u> </u> |
| TOTAL PROJECT COSTS | \$ <u>830,000</u> | % <u> </u> |

Please attach descriptions of equipment, buildings, land, etc... and time sequence for utilization of revolving loan funds.

O. Source of Funds:

| | Amount | Term | Rate | Status |
|--------------------------|----------------|-------------------------|------|------------------------|
| Private Financing | | | | |
| Bank | 327,500 | 5yr / 10yr amort. | | Pending |
| Equity* | 127,250 | | | |
| SBA Other | 225,250 | 10yr / 10yr amort. | | Pending |
| Public Financing | | | | |
| Revolving Fund | 150,000 | 10yr / 10yr amort, 3.0% | | Application in Process |
| | | | | |
| TOTAL | <u>830,000</u> | | | |

*cash invested by owner. (If borrowed, state source and terms of loan on an attachment.)

See Tab N + O

Tab N + 0

More For Less

PROJECT SOURCE & USE OF FUNDS STATEMENT

| | TOTAL PROJECT | US BANK | SBA 504 GROWTH CORP | McLean Co. Rev. Loan | SELLER NOTE | TOTAL LOANS | EQUITY | TOTAL PROJECT |
|--------------------------|----------------|----------------|---------------------|----------------------|-------------|----------------|----------------|----------------|
| Inventory | 125,000 | 0 | 0 | 100,000 | 0 | 100,000 | 25,000 | 125,000 |
| Working Capital | 50,000 | 0 | 0 | 50,000 | 0 | 50,000 | 0 | 50,000 |
| Leasehold Improvements | 80,000 | 40,000 | 24,000 | 0 | 0 | 64,000 | 16,000 | 80,000 |
| CONSTRUCTION/RENOVATION: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| EQUIPMENT: | 540,000 | 270,000 | 189,000 | 0 | 0 | 459,000 | 81,000 | 540,000 |
| FURNITURE & FIXTURES: | 35,000 | 17,500 | 12,250 | 0 | 0 | 29,750 | 5,250 | 35,000 |
| CONTINGENCY: | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER: | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| PROJECT COST: | 830,000 | 327,500 | 225,250 | 150,000 | 0 | 702,750 | 127,250 | 830,000 |
| PERCENT PROVIDED: | 100.00% | 39.45% | 27.14% | 18.07% | 0.00% | 84.67% | 15.33% | |
| RATES: | | 8.50% | 6.02% | 10.00% | 0.00% | | | |
| FEES: | 8,504 | | 8,504 | | | | | |
| TOTALS: | 838,504 | 327,500 | 233,754 | 150,000 | 0 | 711,254 | 127,250 | 830,000 |

Pricing of 504 Debenture

| | |
|-------------------------------|-------------------|
| SBA SHARE | 225,250.00 |
| CDC PROCESSING FEE (1.5%) | 3,378.75 |
| LEGAL CLOSING COSTS (2,500) | 2,500.00 |
| OTHER CLOSING COSTS | 0.00 |
| RESERVE (.5%) | 1,126.25 |
| COLSON (.25%) | 563.13 |
| TOTAL w/o UNDERWRITER | 232,816.13 |
| ESTIMATED COST | 233,753.14 |
| TOTAL DEBENTURE | 234,000.00 |
| UNDERWRITER (.4%) | 936.00 |
| DEBENTURE (PRIOR TO ROUNDING) | 233,754.13 |
| CASH RETURNED TO BORROWER | 245.88 |
| FIRST MORTGAGE FEE FOR (.5%) | 1,637.50 |

P. Justification for Public Financing: Please provide a justification for the need for public financing. Preferably, this would include a letter from the participating conventional lender stating the reason(s) why it will not provide additional funds for the project.

We are asking for this loan to be able to start a retail grocery on the west side of Bloomington. With the loan we will be able to create 10 plus jobs to the west side we will also be able to provide a friendly - low cost grocery store that the west side wants and needs.

Also see Tab P (Next page) for additional justifications

Q. Economic Feasibility & Marketing Information: State why this project will be successful. Document the need for your product/service and new markets gained by the product/service. Detailed marketing plan may be attached.

Please see page 20 of the Plan - Copy on next page

This shows that there is NO store within a 1 mile radius plus within a 2 mile radius the shopping choice is very limited. A store is needed in this location since Aldi has left. This store will also service customers from the closed Tom's Parkway Foods

The base for this type of store is \$6.00 sales per sq foot. In this case 2 stores in a 1 mile radius and \$10.79 in a 2 mile radius -

Tab P

1. With this project being a Start-Up business with no track record it is difficult to obtain bank financing. This loan along with the bank loan would be very beneficial in getting the business started.
2. The 3% fixed interest rate will provide significant support for our new business.
3. By financing inventory and working capital over a 10-year period this loan will provide significant permanent working capital for the business where as a typical line of credit requires it to be paid down to zero annually.
4. The terms for this loan will provide us with a competitive advantage in a highly competitive market.

Save a lot.

Bloomington-Normal, IL -- 1510 W Market

April 29, 2005
Demographic Report

| | 1 Mile | 2 Miles | 3 Miles |
|----------------------------------|-----------------------|-----------------------|-----------------------|
| General Characteristics: | | | |
| • 2004 Population | 8,810 | 36,243 | 71,084 |
| • Pop Growth: 2000-2004 | 3% | 3% | 3% |
| • Median Age | 31 | 30 | 28 |
| • Blue Collar | 41% | 34% | 32% |
| • Pop in Group Quarters: | 2% | 11% | 16% |
| • in College Dorms or Quarters | 0% | 83% | 90% |
| • in Military Quarters | 0% | 0% | 0% |
| • HH with Children: | 36% | 29% | 26% |
| • Female Head of HH | 40% | 31% | 29% |
| • Avg Household Size | 2.42 | 2.23 | 2.27 |
| • HH With No Vehicle | 12% | 11% | 9% |
| Ethnicity: | | | |
| • White | 69% | 80% | 83% |
| • Black | 17% | 10% | 9% |
| • Hispanic: | 8% | 5% | 4% |
| • Cuban | 0% | 1% | 2% |
| • Mexican | 72% | 70% | 67% |
| • Puerto Rican | 6% | 7% | 9% |
| Income: | | | |
| • Pop Below Poverty Level | 16% | 13% | 14% |
| • Per Capita Income | \$18,766 | \$19,269 | \$19,769 |
| • Median Household Income | \$35,747 | \$38,584 | \$39,951 |
| • Discretionary Household Income | \$11,470 | \$12,199 | \$12,546 |
| • Under \$35,000 | 49% | 46% | 44% |
| • Under \$50,000 | 65% | 62% | 60% |
| • Apartments (10+ Units) | 4% | 12% | 16% |
| • Mobile Homes | 4% | 6% | 7% |
| • Annual Residential Turnover | 27% | 27% | 29% |
| Site Info: | | | |
| • Population Per Square Mile | 2,804 | 2,884 | 2,514 |
| • DMA | Peoria-Bloomington IL | Peoria-Bloomington IL | Peoria-Bloomington IL |
| • DMA ID | 675 | 675 | 675 |
| Competitor Info: | | | |
| • Total Competitors: | 0 | 4 | 5 |
| • Save-A-Lot Count | 0 | 0 | 0 |
| • ALDI Count | 0 | 1 | 1 |
| • Wal-Mart Supercenter Count | 0 | 1 | 1 |
| • Sales Per Square Foot | N/A | \$10.79 | \$9.44 |
| • Square Foot Per Capita | 0.00 | 3.06 | 2.08 |

All information in this application and the attached narratives are true and complete to the best of my/our knowledge. I/we agree to pay for or reimburse the County/City for the cost of any surveys, title, mortgage examinations, appraisals, etc...

I/we the undersigned, authorize the County/City and Revolving Loan Fund application evaluator to obtain verification of any information contained in the application from any source named herein.

If Applicant is a Corporation:

President:

Thomas C. Boitnott

Corporation Secretary:

John T. Boitnott

Applicant's Signature:

Thomas C. Boitnott

Printed Name of Applicant:

Thomas C. Boitnott

NOTE:

A financial professional will be asked to review this application. In addition, he/she will evaluate business and personal financial information as it pertains to this project. A minimum of three years of operational history should be considered. Professional audits and other related information required to evaluate a candidate for the Revolving Loan Fund will be requested by the evaluator. Complete confidentiality of the applicant's information cannot be assured.

Economic Development Council of the Bloomington – Normal Area
Contact Information:

Marty Vanags, Executive Director
3201 CIRA Dr., Suite 201
Bloomington, IL 61704
Phone: (309) 661-6332
Fax: (309) 661-0743
E-Mail: mvanags@bnareaedc.org

Additional narrative pages following for your use.

FORM **BCA 2.10** (rev. Dec. 2003)
ARTICLES OF INCORPORATION
 Business Corporation Act

Jesse White, Secretary of State
 Department of Business Services
 Springfield, IL 62756
 Telephone (217) 782-9522
 (217) 782-6961
 http://www.cyberdriveillinois.com

FILED
JUL 14 2005
 JESSE WHITE
 SECRETARY OF STATE

Remit payment in the form of a cashier's check, certified check, money order or an Illinois attorney's or CPA's check payable to the Secretary of State.
SEE NOTE 1 TO DETERMINE FEES!

Filing Fee: \$150.00 Franchise Tax \$ 25.00 Total \$ 175.00 File # 6433-362-3 Approved: KK
 _____ Submit in duplicate _____ Type or Print clearly in black ink _____ Do not write above this line _____

1. CORPORATE NAME: BOITNOTT FOODS, INC.

(The corporate name must contain the word "corporation", "company", "incorporated", "limited" or an abbreviation thereof.)

2. Initial Registered Agent: Catherine A. Pratt
First Name Middle Initial Last name
 Initial Registered Office: 415 N. Center Street
Number Street Suite # (A P.O. BOX ALONE IS NOT ACCEPTABLE)
Bloomington IL 61701
City ZIP Code County
McLean

3. Purpose or purposes for which the corporation is organized:
 (If not sufficient space to cover this point, add one or more sheets of this size.)

The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

| Class | Number of Shares Authorized | Number of Shares Proposed to be Issued | Consideration to be Received Therefor |
|--------|-----------------------------|--|---------------------------------------|
| Common | 1000 | 100 | \$1,000.00 |
| | | | TOTAL = \$1,000.00 |

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are: None
 (If not sufficient space to cover this point, add one or more sheets of this size.)

5. **OPTIONAL:** (a) Number of directors constituting the initial board of directors of the corporation: _____
 (b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

| Name | Address | City, State, ZIP |
|------|---------|------------------|
| | | |
| | | |
| | | |

6. **OPTIONAL:** (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
 (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
 (c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
 (d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. **OPTIONAL: OTHER PROVISIONS**
 Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. **NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated July 13, 2005
 (Month & Day) Year

1. Catherine A. Pratt
 Signature and Name
 Signature
 Catherine A. Pratt
 (Type or Print Name)

2. _____
 Signature
 (Type or Print Name)

3. _____
 Signature
 (Type or Print Name)

Address

1. 415 N. Center Street
 Street
 Bloomington, IL 61701
 City/Town State ZIP Code

2. _____
 Street
 City/Town State ZIP Code

3. _____
 Street
 City/Town State ZIP Code

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by a duly authorized corporate officer. Type or print officer's name and title beneath signature.

Note 1: Fee Schedule

The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this State. (Minimum initial franchise tax is \$25)

The filing fee is \$150

The minimum total due (franchise tax + filing fee) is \$175.

Note 2: Return to:

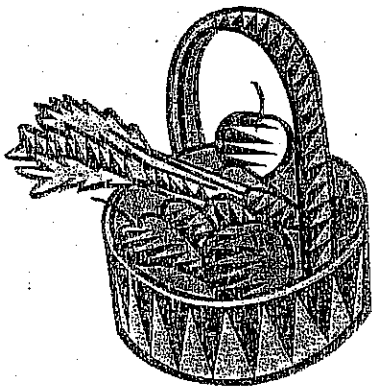
 (Firm name)

 (Attention)

 (Mailing Address)

 (City, State, ZIP Code)

MOR FOR LESS



Thomas C. Boitnott
1510 W. Market Street
Bloomington, IL 61701

Table of Contents

| | |
|--|----|
| Summary..... | 1 |
| Loan Request (Small Bus. Growth Corp. 504) | 4 |
| Loan Request (Busey Bank) Equipment | 5 |
| Loan Request (Busey Bank Inv.)..... | 6 |
| Loan Request (Letter of Credit)..... | 7 |
| Source and Use of Funds..... | 8 |
| Proforma P & L | 9 |
| Assumptions | 11 |
| Payroll Schedule..... | 12 |
| Depreciation Schedule | 13 |
| Cash Flow | 14 |
| Proforma Opening Day Balance Sheet..... | 15 |
| 2 nd & 3 rd Year Proforma/Cash Flow..... | 16 |
| Draft Copy Building Lease | 17 |
| Tom Boitnott's Work History | 18 |
| John Boitnott's Work History | 19 |

Marketing Study 20

Mission Statement..... 21

Store Concept & Qualifying Criteria 22

Operating Standards & Store Guidelines 23

Store Layout..... 24

Tom Boitnott's 2004 Tax Return 25

Tom Boitnott's 2003 Tax Return 26

Tom Boitnott's 2002 Tax Return 27

John Boitnott's 2004 Tax Return..... 28

John Boitnott's 2003 Tax Return..... 29

John Boitnott's 2002 Tax Return..... 30

Personal Financial Statement Tom Boitnott..... 31

Personal Financial Statement John Boitnott 32

SUMMARY

Boitnott Foods, Inc. is a new venture which will be owned by Thomas C. Boitnott, 85% and John T. Boitnott, 15%. The partners intend to open a 13,900 square feet "Mor for Less" grocery store at 1510 W. Market Street in Bloomington, a former Aldi location. "Mor for Less" is a concept promoted by Nash-Finch, the 3rd largest independent grocery supplier in the country. The "Mor for Less" concept was formed in 1992 and there are now 34 stores operating under that name. All operators of "Mor for Less" stores are required to sign a 5 year license and supply agreements.

The "Mor for Less" concept is to compete in the food retail sector with significantly lower pricing as its principal marketing thrust. The store will sell a limited assortment of high volume packer label products, private label and national brand products purchased at the lowest possible cost and sold at the lowest possible retail. Low retail requires a commitment from the owner to operate at the lowest possible and most cost effective expense structure possible.

"Mor for Less" stores compete price-wise with stores such as Wal-Mart and Aldi's. Unlike Wal-Mart and Aldi's "Mor for Less" has a fresh produce section along with a hand cut fresh meat section. Our store will also have on site owners who work at the business on a daily basis.

Tom's background includes nearly 40 years of experience in the industry. He started at age 14 as a bag boy and has been responsible for all facets of a grocery store operation over his career.

His responsibilities have included:

- Setting up new stores
- Marketing
- Personnel Management
- Buying
- Budgeting
- Training
- Inventory Control
- Sales
- Store Operations
- Etc.

Most recently Tom has been a minority stockholder and general manager of Tom's Parkway Foods.

John's background includes five years experience at Tom's Foods as manager of the liquor dept. He is a graduate of Illinois State University. Complete work history on both Tom and John are included in this package.

Contractual agreements with Nash-Finch and lease terms with The Snyder Corp. are shown on following pages.

Outside professionals such as attorneys or CPA's will be hired on an as needed basis.

Store hours have tentatively been set at 9 a.m. to 7:00 p.m. seven days per week.

Our projections for first year's sales are based on the assumption that we would average \$73,000 per week the first month, \$71,000 per week the second, and then gradually build sales over the balance of the first year.

Certain holidays tend to increase sales for a short period. For budgeting purposes each month represents 4 1/3 weeks.

We are seeking a total loan package of \$800,000, broken down as follows:

- \$258,000 – 504 Dev. Co. Loan
- \$322,500 – Loan From Lender for equipment, org. costs, L/I, and SBA closing costs
- \$124,000 – Loan from Lender for signs, inventory and operating capital
- \$100,000 – Letter of credit

A completed detailed loan request for each is included with this package.

The supplier requires a \$100,000 irrevocable letter of credit to maintain an open account for weekly shipments.

LOAN REQUEST

TO: Small Business Growth Corp.

FROM: Thomas C. Boitnott John T. Boitnott
4251 Banner Stone Rd. 801 Highpoint Rd.
Heyworth, IL 61745-7548 Normal, IL 61761-2856

RE: Business Loan

REQUEST: \$6,000 (40% of \$15,000 org. costs)
\$216,000 (40% of \$540,000 Equip. & Ref.)
\$32,000 (40% of \$80,000 Lease hold imprv.)
\$4,000 (40% of 10,000 SBA Closing Costs)
TOOTAL \$258,000 – With a fixed term of 10 yrs. @ 6 ½ %

COLLATERAL: Second on Equipment & Inventory

GUARANTEE: Personal Signatures

PURPOSE: Start up costs for “Mor-for Less” grocery store
(equipment, refrigeration, etc.)

RE-PAYMENT: From Proceeds of Business

LOAN REQUEST

TO: Lender

FROM: Thomas C. Boitnott John T. Boitnott
4251 Banner Stone Rd. 801 Highpoint Rd.
Heyworth, IL 61745-7548 Normal, IL 61761-2856

RE: Business Loan

REQUEST: \$322,500 with a 7 year Term @ 7%

COLLATERAL: First on Equipment

GUARANTEE: Personal Signatures

PURPOSE: Start up costs for "Mor for Less" grocery store
(Equipment, Refrigeration, etc.)

RE-PAYMENT: From Proceeds of Business

LOAN REQUEST

TO: Thomas C. Boitnott John T. Boitnott
4251 Banner Stone Rd. 801 Highpoint Rd.
Heyworth, IL 61745-7548 Normal, IL 61761-2856

FROM: Business Loan

RE: Business Loan

REQUEST: \$124,000 with a 7 year term at 7%

COLLATERAL: Inventory

GUARANTEE: Personal Signatures

PURPOSE: Start up inventory

RE-PAYMENT: From proceeds of business

LOAN REQUEST

TO: Lender

FROM: Thomas C. Boitnott John T. Boitnott
4251 Banner Stone Rd. 801 Highpoint Rd.
Heyworth, IL 61745-7548 Normal, IL 61761-2856

RE: Business Loan

REQUEST: \$100,000 irrevocable letter of credit

COLLATERAL: Personal Assets

GUARANTEE: Personal Signatures

PURPOSE: Required by Nash-Finch to provide open
Account for weekly shipments

RE-PAYMENT: From proceeds of business

SOURCE AND USE

SOURCE

| | |
|------------------------------|------------------|
| * Cash from Owner | \$95,500 |
| Cash from 504 Loan (10 yrs) | 258,000 |
| Loan from Bank (504) (7 yrs) | 322,500 |
| Loan from Bank (7 yrs) | <u>124,000</u> |
| TOTAL Source | \$800,000 |

USE

| | |
|--|------------------|
| Organizational Costs/Training | \$15,000 |
| Signs | 10,000 |
| Inventory | 125,000 |
| Equipment (racks, scanners, shelving, ref., etc.) | 540,000 |
| Leasehold Improvements | 80,000 |
| Operating Capital | 20,000 |
| SBA Closing Costs | <u>10,000</u> |
| TOTAL Use | \$800,000 |

*OWNERS CASH CONTRIBUTIONS

| | | | |
|-----|---|---------------------|-----------------|
| 10% | X | \$645,000 | \$64,500 |
| 20% | X | \$155,000 | <u>\$31,000</u> |
| | | TOTAL Equity | \$95,500 |

\$100,000 irrevocable letter of credit required by Nash-Finch to maintain an open account for weekly deliveries.

PROFORMA

| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|----------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|------------------|
| Revenue | | | | | | | | | | | | | |
| Grocery 69% | 218,040 | 211,830 | 215,280 | 218,040 | 220,800 | 223,560 | 226,320 | 229,080 | 231,840 | 234,600 | 237,360 | 240,120 | 2,706,870 |
| Meat 24% | 75,840 | 73,680 | 74,880 | 75,840 | 76,800 | 77,760 | 78,720 | 79,680 | 80,640 | 81,600 | 82,560 | 83,520 | 941,520 |
| Produce 7% | 22,120 | 21,490 | 21,840 | 22,120 | 22,400 | 22,680 | 22,960 | 23,240 | 23,520 | 23,800 | 24,080 | 24,360 | 274,610 |
| TOTAL Sales | 316,000 | 307,000 | 312,000 | 316,000 | 320,000 | 324,000 | 328,000 | 332,000 | 336,000 | 340,000 | 344,000 | 348,000 | 3,923,000 |
| Less: COG | | | | | | | | | | | | | |
| Grocery 82% | 178,793 | 173,700 | 176,530 | 178,793 | 181,056 | 183,319 | 185,582 | 187,846 | 190,109 | 192,372 | 194,635 | 196,898 | 2,219,633 |
| Meat 77% | 58,396 | 56,734 | 57,658 | 58,396 | 59,136 | 59,875 | 60,614 | 61,354 | 62,092 | 62,832 | 63,571 | 64,310 | 724,968 |
| Produce 69% | 15,263 | 14,828 | 15,070 | 15,263 | 15,456 | 15,649 | 15,842 | 16,036 | 16,229 | 16,422 | 16,615 | 16,808 | 189,481 |
| TOTAL COG | 252,452 | 245,262 | 249,258 | 252,452 | 255,648 | 258,843 | 262,038 | 265,236 | 268,430 | 271,626 | 274,821 | 278,016 | 3,134,082 |
| Gross Profit | 63,548 | 61,738 | 62,742 | 63,548 | 64,352 | 65,157 | 65,962 | 66,764 | 67,570 | 68,374 | 69,179 | 69,984 | 788,918 |
| Less Expense | | | | | | | | | | | | | |
| Advertising | 15,000 | 11,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 56,000 |
| Payroll | 17,698 | 17,698 | 22,123 | 17,698 | 17,698 | 22,123 | 17,698 | 17,698 | 22,123 | 17,698 | 17,698 | 22,123 | 230,076 |
| Payroll Taxes 13% | 2,300 | 2,300 | 2,876 | 2,300 | 2,300 | 2,876 | 2,300 | 2,300 | 2,876 | 2,300 | 2,300 | 2,876 | 29,904 |
| Office Supp./Postage | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 3,000 |
| Rent | - | - | - | 3,475 | 3,475 | 3,475 | 3,475 | 3,475 | 3,475 | 3,475 | 3,475 | 3,475 | 31,275 |
| Lease Exp. | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Common Area Maint. | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 12,000 |
| Repairs & Maint. | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 10,800 |
| Jues & Subscriptions | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 3,000 |
| Delivery Chrgs 1.4% | 4,582 | 4,452 | 4,524 | 4,582 | 4,640 | 4,698 | 4,756 | 4,814 | 4,872 | 4,930 | 4,988 | 5,046 | 56,884 |
| Laundry & Cleaning | 1,600 | 1,600 | 1,600 | 1,600 | 1,600 | 1,600 | 1,600 | 1,600 | 1,600 | 1,600 | 1,600 | 1,600 | 19,200 |
| Property Taxes | - | - | - | - | - | 12,000 | - | - | 12,000 | - | - | - | 24,000 |
| Rash Removal | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 4,800 |
| Utilities | 4,250 | 4,250 | 4,250 | 4,250 | 4,250 | 4,250 | 4,250 | 4,250 | 4,250 | 4,250 | 4,250 | 4,250 | 51,000 |
| Insurance Liability | 600 | 600 | 600 | 600 | 600 | 600 | 600 | 600 | 600 | 600 | 600 | 600 | 7,200 |
| Insurance Health | - | - | - | - | - | - | - | - | - | - | - | - | - |

PROF-RMA

| | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|
| Legal Accounting | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 3,000 |
| Bank Changes | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 18,000 |
| Telephone | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Depreciation | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 40,452 |
| Interest Ext. | 4,002 | 3,970 | 3,938 | 3,906 | 3,874 | 3,842 | 3,810 | 3,778 | 3,746 | 3,714 | 3,682 | 3,650 | 3,618 | 3,586 | 3,554 | 3,522 | 3,490 | 3,458 | 3,426 | 3,394 | 3,362 | 3,330 | 3,298 | 45,912 |
| Bad Debts | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Security | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Pest/Control/Misc. | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 1,800 |
| Donations | 625 | - | - | 625 | - | - | 625 | - | - | 625 | - | - | 625 | - | - | 625 | - | - | 625 | - | - | 625 | - | 2,500 |
| Misc. | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 6,000 |
| TOTAL Exp. | 59,828 | 55,041 | 52,082 | 51,207 | 50,608 | 67,635 | 51,285 | 50,686 | 67,713 | 51,363 | 50,764 | 55,791 | 664,003 | | | | | | | | | | | |

| | | | | | | | | | | | | | |
|--------------------------|-------|-------|--------|--------|--------|---------|--------|--------|-------|--------|--------|--------|---------|
| Pre Tax Profit or (loss) | 3,720 | 6,697 | 10,660 | 12,341 | 13,744 | (2,478) | 14,677 | 16,078 | (143) | 17,011 | 18,415 | 14,193 | 124,915 |
|--------------------------|-------|-------|--------|--------|--------|---------|--------|--------|-------|--------|--------|--------|---------|

ASSUMPTIONS

Sales- Revenue and percentage breakdown is based on historical data from Nash-Finch.

COG- Cost of goods is based on a slightly more conservative percentage than the historical data from Nash-Finch.

Payroll & Related Taxes- Based on owners experience

Expenses- Based on historical data

PAYROLL SCHEDULE

| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|----------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| <u>Mgmt</u> | | | | | | | | | | | | | |
| John 600 Wk. | 2,400 | 2,400 | 3,000 | 2,400 | 2,400 | 3,000 | 2,400 | 2,400 | 3,000 | 2,400 | 2,400 | 3,000 | 31,200 |
| <u>TOTAL Mgmt</u> | <u>2,400</u> | <u>2,400</u> | <u>3,000</u> | <u>2,400</u> | <u>2,400</u> | <u>3,000</u> | <u>2,400</u> | <u>2,400</u> | <u>3,000</u> | <u>2,400</u> | <u>2,400</u> | <u>3,000</u> | <u>31,200</u> |
| <u>Grocery</u> | | | | | | | | | | | | | |
| (6) 160 Hrs. @ 10.00 hr | 6,400 | 6,400 | 8,000 | 6,400 | 6,400 | 8,000 | 6,400 | 6,400 | 8,000 | 6,400 | 6,400 | 8,000 | 83,200 |
| <u>TOTAL Grocery</u> | <u>6,400</u> | <u>6,400</u> | <u>8,000</u> | <u>6,400</u> | <u>6,400</u> | <u>8,000</u> | <u>6,400</u> | <u>6,400</u> | <u>8,000</u> | <u>6,400</u> | <u>6,400</u> | <u>8,000</u> | <u>83,200</u> |
| <u>Produce</u> | | | | | | | | | | | | | |
| (1) 40 hrs. 11.00 hr. | 1,760 | 1,760 | 2,200 | 1,760 | 1,760 | 2,200 | 1,760 | 1,760 | 2,200 | 1,760 | 1,760 | 2,200 | 22,880 |
| <u>TOTAL Produce</u> | <u>1,760</u> | <u>1,760</u> | <u>2,200</u> | <u>1,760</u> | <u>1,760</u> | <u>2,200</u> | <u>1,760</u> | <u>1,760</u> | <u>2,200</u> | <u>1,760</u> | <u>1,760</u> | <u>2,200</u> | <u>22,880</u> |
| <u>Cashiers</u> | | | | | | | | | | | | | |
| (5) 125hrs. Per wk 6.50 hr | 3,250 | 3,250 | 4,063 | 3,250 | 3,250 | 4,063 | 3,250 | 3,250 | 4,063 | 3,250 | 3,250 | 4,063 | 42,252 |
| <u>TOTAL Cashiers</u> | <u>3,250</u> | <u>3,250</u> | <u>4,063</u> | <u>3,250</u> | <u>3,250</u> | <u>4,063</u> | <u>3,250</u> | <u>3,250</u> | <u>4,063</u> | <u>3,250</u> | <u>3,250</u> | <u>4,063</u> | <u>42,252</u> |
| <u>TOTAL P/R</u> | <u>17,698</u> | <u>17,698</u> | <u>22,123</u> | <u>17,698</u> | <u>17,698</u> | <u>22,123</u> | <u>17,698</u> | <u>17,698</u> | <u>22,123</u> | <u>17,698</u> | <u>17,698</u> | <u>22,123</u> | <u>230,076</u> |

DEPRECIATION SCHEDULE

| DATE | DESCRIPTION | COST | LIFE | METHOD | 1ST YR | 2ND YR | 3RD YR |
|------|----------------------|--------|------------|--------|---------------|---------------|---------------|
| 1/1 | Organizational Costs | 15,000 | 15 Yrs | S/L | 1,000 | 1,000 | 1,000 |
| 1/1 | Signs | 10,000 | 7 Yrs | S/L | 1,429 | 1,429 | 1,429 |
| 1/1 | L/I | 80,000 | 39 1/2 Yrs | S/L | 2,025 | 2,025 | 2,025 |
| 1/1 | Equipment | 54,000 | 15 Yrs | S/L | 36,000 | 36,000 | 36,000 |
| | TOTAL Depr. | | | | 40,454 | 40,454 | 40,454 |

CASH FLOW

| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|-------------------------|---------------|--------------|----------------|--------------|--------------|-----------------|--------------|---------------|-----------------|---------------|---------------|--------------|---------------|
| Cash From Owner | 95,500 | | | | | | | | | | | | 95,500 |
| Cash From '504' | 258,000 | | | | | | | | | | | | 258,000 |
| Cash From Bank | 322,500 | | | | | | | | | | | | 322,500 |
| Cash From Bank | 124,000 | | | | | | | | | | | | 124,000 |
| Less: Org. Costs | (15,000) | | | | | | | | | | | | (15,000) |
| Less: Inventory | (125,000) | | | | | | | | | | | | (125,000) |
| Less: Equipment | (540,000) | | | | | | | | | | | | (540,000) |
| Less: SBA Closing Costs | (10,000) | | | | | | | | | | | | (10,000) |
| Less: Leasehold Imprv. | (80,000) | | | | | | | | | | | | (80,000) |
| Less: Signs | (10,000) | | | | | | | | | | | | (10,000) |
| Cash From Operation | 3,720 | 6,697 | 10,660 | 12,341 | 13,744 | (2,478) | 14,677 | 16,078 | (143) | 17,011 | 18,415 | 14,193 | 124,915 |
| Add Back: Depr. | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 3,371 | 40,452 |
| Interest | 4,002 | 3,970 | 3,938 | 3,906 | 3,874 | 3,842 | 3,810 | 3,778 | 3,746 | 3,714 | 3,682 | 3,650 | 45,912 |
| Less: Debt Service | (9,668) | (9,668) | (9,668) | (9,668) | (9,668) | (9,668) | (9,668) | (9,668) | (9,668) | (9,668) | (9,668) | (9,668) | (116,016) |
| Less: Owners Draw | (3,000) | (3,000) | (3,000) | (3,000) | (3,000) | (3,000) | (3,000) | (3,000) | (3,000) | (3,000) | (3,000) | (3,000) | (36,000) |
| Less: Reserve For Taxes | - | - | (7,500) | - | - | (7,500) | - | - | (7,500) | - | - | (7,500) | (30,000) |
| CASH FLOW | 18,425 | 1,370 | (2,199) | 6,950 | 8,321 | (15,433) | 9,190 | 10,559 | (13,194) | 11,428 | 12,800 | 1,046 | 49,263 |
| Cumulative | 18,425 | 19,795 | 17,596 | 24,546 | 32,867 | 17,434 | 26,624 | 37,183 | 23,989 | 35,417 | 48,217 | 49,263 | 49,263 |

*** DEBT SERVICE**

| | |
|---------------------|-----------|
| \$258,000 @ 6 1/2 % | 2,930-Mo. |
| 322,500 @ 7 % | 4,867-Mo. |
| 124,000 @ 7 % | 1,871-Mo. |

104 Dev. Co.
 Chase Bank
 Chase Bank

PROFORMA BALANCE SHEET

As of Opening Date

ASSETS

| | |
|-----------------------------|------------------|
| Current Assets | |
| Cash on Hand | \$17,500 |
| A/R | - |
| Inventory | 125,000 |
| Prepaid's | <u>12,500</u> |
| TOTAL Current Assets | \$155,000 |

FIXED ASSETS

| | | |
|---------------------------|---------|--------------------|
| Organizational Cash | 15,000 | |
| Less Accum. Amortization | - | 15,000 |
| Signs | 10,000 | |
| Less Accum. Depreciation | - | 1,000 |
| Equipment | 540,000 | |
| Less Accum. Depreciation | - | 540,000 |
| Leasehold Improvements | 80,000 | |
| Less Accum. Depreciation | - | <u>80,000</u> |
| TOTAL Fixed Assets | | 645,000 |
| TOTAL ASSETS | | 800,000 |

LIABILITIES & EQUITY

CURRENT LIABILITIES

| | |
|----------------------------------|----------|
| Accounts Payable | - |
| Sales Tax Payable | - |
| Payroll Taxes | <u>-</u> |
| TOTAL Current Liabilities | - |

LONG TERM LIABILITIES

| | |
|------------------------------------|--------------------|
| Note Due 504 Lender | 258,000 |
| Note Due Bank | 322,500 |
| Note Due Bank | <u>124,000</u> |
| TOTAL Long Term Liabilities | 704,500 |
| TOTAL Liabilities | 704,500 |

EQUITY

| | |
|--|--------------------|
| Owners Equity | 94,500 |
| Retained Earnings | <u>-</u> |
| TOTAL Equity | 94,500 |
| TOTAL Liabilities & Owners Equity | 800,000 |

2nd 3rd Yr. PROFORMA/CASH FLOW

| | 2nd Yr. | 3rd Yr. |
|--------------------------|-----------|-----------|
| *TOTAL Sales | 4,030,000 | 4,160,000 |
| Less COG (Aug. 80%) | 3,224,000 | 3,328,000 |
| Gross Profit | 806,000 | 832,000 |
| **Less Expenses: | | |
| Payroll & Related Taxes | 272,979 | 286,628 |
| Operating Costs | 324,425 | 331,630 |
| Depreciation/Amort. | 404,425 | 40,452 |
| Interest Exp. | 40,871 | 35,547 |
| TOTAL Expenses | 678,727 | 694,257 |
| Pre Tax Profit or (Loss) | 127,273 | 137,743 |
| CASH FLOW | | |
| Cash on Hand | 49,000 | 61,580 |
| Cash From Operation | 127,273 | 137,743 |
| Add Back: Depr./Amrt. | 40,452 | 40,452 |
| Interest | 40,871 | 35,547 |
| Less: Owner Draw | (48,000) | (48,000) |
| Less: Debt Service | (116,016) | (116,016) |
| Less: Reserve For Taxes | (32,000) | (35,000) |
| CASH FLOW | 61,580 | 76,306 |

* Assumes sales increase to \$77,500 per week in 2nd yr. and to \$80,000 per week in the 3rd yr.

** Assumes expenses increase by 2% and payroll & related taxes increase by 5%.

PRATT AND PRATT, P.C.

ATTORNEYS AT LAW

415 North Center Street
Bloomington, Illinois 61701

Telephone (309) 828-2302
Facsimile (309) 828-2307

CATHERINE A. PRATT
JOHN L. PRATT

Of Counsel
JOHN T. PRATT

September 19, 2005

Mr. Mark DeVeer
Snyder Corporation
1 Brickyard Drive
Bloomington, IL 61701

RE: Boitnott Foods, Inc. Letter of Intent for
Lease of 1510 W. Market Street, Bloomington, Illinois

Dear Mr. DeVeer:

This Letter of Intent is submitted on behalf of Boitnott Foods, Inc., which proposes to operate a grocery store called Mor For Less on the leased premises.

1. Premises Leased: Approximately 13,900 square feet formerly occupied by Aldi's at 1510 W. Market Street, Bloomington, Illinois, and a non-exclusive right to the use of the driveways and parking lots.

2. Term: The initial term shall be ^{FIVE} ~~ten~~ years commencing ^{DEC 1} ~~October 15, 2005~~. Tenant shall have the option to renew for ~~two~~ ^{Three} additional five year terms.

3. Rent: ~~\$3.00 per square foot or \$41,700 per year payable in twelve equal~~ ^{BE APPLIED} ~~installments~~. Rent payments will be due on the first day of each month. Rent payments will commence after the store has been open to the public for business for ninety days. For example, if the store opens for business to the public on January 15, 2006, the first rent payment shall be due May 1, 2006.

4. Remodeling: Tenant shall be responsible for all remodeling expenses except that Landlord shall, at Landlord's expense; (1) cause all HVAC to be in good working order; and, (2) restripe the parking lot. Tenant shall have the right, at Tenant's expense, to install a minimum of three and a maximum of eight cart corrals in the parking lot. Tenant shall have the right to paint the exterior of the Leased Premises to meet Mor For Less criteria.

Mr. Mark DeVeer
September 19, 2005
Page 2

5. Maintenance and Repairs: Tenant shall maintain the interior of the Leased Premises at Tenant's expense except that Tenant shall have no responsibility for repair and maintenance of the HVAC for one year from the date the first rent payment is due. After said one year period, Tenant shall provide ordinary maintenance of the HVAC and make minor repairs and replacements incident thereto: \$300.00 per incident shall be deemed minor. Tenant shall maintain the exterior windows, doors and signs. Landlord shall maintain the remainder of the exterior of the Leased Premises, including the roof.

6. Utilities: Tenant shall pay for all utilities furnished to the Leased Premises which are separately metered.

7. Common Areas: Landlord shall maintain the common facilities, driveways and parking lots in good condition. Tenant shall pay Tenant's prorated share of such maintenance. *PRO RATE TAXES + INSURANCE TO BE INCLUDED*

8. Signs: Tenant shall have the exclusive right to place signs and advertisements on the interior and exterior of the Leased Premises. Tenant shall also have the right to place its name on the pylon sign on Market Street, or on any replacement or additional signs on Market Street. Landlord shall always maintain a sign on Market Street for the occupants of the shopping center in which the Leased Premises are located.

SIGNAGE TO BE APPROVED BY LANDLORD.

9. Use Restrictions: No portion of the shopping center in which the Leased Premises are located (hereafter "Shopping Center") shall be used as a grocery store or as any other type of store which derives more than ten percent of its gross revenue from the sale of any one or more of the following: groceries, food, produce, dairy products, vegetables, bakery products, meats or delicatessen products. Nothing shall be erected in the Shopping Center which shall obstruct in any manner the visibility of the Leased Premises from Market Street. Nothing shall be constructed on the driveways and parking lots for the Shopping Center which shall reduce the number of parking spaces for the Shopping Center without Tenant's prior written consent.

10. Mor For Less Approval: Tenant's execution of a Lease is subject to the approval of the Lease by Mor For Less.

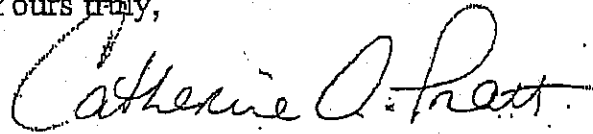
~~11. Financing Approval: Tenant's execution of a Lease is subject to Tenant obtaining all necessary financing to remodel the Leased Premises and to open and operate Tom's Mor For Less.~~

~~12. Earlier Termination: Tenant shall have the right to terminate the Lease at any time on ninety days advance written notice.~~

Mr. Mark DeVeer
September 19, 2005
Page 3

Thank you for your consideration. We look forward to hearing from you.

Yours truly,



Catherine A. Pratt

CAP/mes

cc: Thomas C. Boitnott

More For Less Rent Proposal
13,900 Sq. Ft.

| Rent/PSF/NNN | Base Rent |
|--|---|
| Years 1-2 \$ 3.00 | \$ 41,700 |
| Years 3 | |
| Year 4 \$3.00 (not to exceed \$55,600) | \$ 41,700 Plus 1.07% of Gross Sales over \$3,900,000 |
| Year 5 \$3.00 (not to exceed \$69,500) | \$ 41,700 Plus 1.07% of Gross Sales over \$3,900,000 |

| | |
|---------------------------|----------------|
| Example: | |
| Year 3 | |
| Assuming Gross Sales of | \$ 4,125,000 |
| Base Rent: | \$ 41,700 |
| % Rent Computation | \$ 4,125,000 |
| | - \$ 3,900,000 |
| | \$ 225,000 |
| | x 1.07% |
| % Rent | 2,406 |
| Total Rent | \$ 44,106 |

Note:
 In no event would rent go below \$41,700.

*RENT FOR ALL OPTION PERIODS SHALL BE
 CPI BASED. 2 ? Annual*

Background Information

Thomas C.Boitnott

Tom has been in and around the grocery industry for approximately 40 plus years! Tom started at his first store while he was still 14 years of age! Tom has learned the business from the ground up as he started as a "bag boy" in his home town store. The largest store he has managed was Cub Foods when the store sales were \$750,000 per week with a yearly before tax profit of \$1,500,000. He designed the Tom's Parkway Foods store starting from an empty building plus did all buying of equipment and product for this store. He was also responsible of all facets of the store's operation including but not limited to store policy setting, staffing, advertising, marketing and all other operational issues.

John T. Boitnott

John graduated from Illinois State University in 2001 with a degree in Computer Science. At that time he went to work at Tom's Parkway Foods as a temporary employee, later becoming a full time employee. He progressed to the Manager of the Liquor Department with excellent results, later taking on the additional responsibility of the Pricing Department. He supervised 3 to 5 employees.

Store management will be myself (T. Boitnott) as Store manager / owner and John Boitnott as the store assistant manager/owner.

This new venture will create 14 to 17 new jobs on the west side of Bloomington, Illinois

THOMAS C. BOITNOTT

4251 Banner Stone Rd., HEYWORTH, IL 61745

(309) 473-2261

threeoaks@nwnet.net

AREA OF INTEREST: Displaying an interest in Management, Sales, Human Resources, and/or Purchasing.

EDUCATION AND DEVELOPMENTAL ACTIVITIES

Seminars and Training: Zig Ziglar Motivational Seminar; Owner-Management Conferences; HACCAP Training; Management and Problem Solving Technique Seminars; Sexual Harassment Seminar, EEOC, HIPPA.

EMPLOYMENT EXPERIENCE

Tom's Parkway Foods, Bloomington, IL Owner/General Manager (01/01 – 01/05)

Made all decisions involved in opening a new grocery store. Supervised all personnel hiring. Designed layout of store and décor. Purchased \$1.9 million in equipment. Supervised construction of a 50,000 sq. ft. building. General Manager after store opened in 10/01. Looked over all aspects of day-to-day operations including advertising, hiring, buying, cash management, customer and public relations, and training.

Hermes Equipment Co., Bloomington, IL Sales Manager (10/00 – 01/01)

All sales aspects of product that is used for a Laundromat or dry cleaner.

Thompson Food Basket, Peoria, IL Store Director, Festival Foods (2/99-9/00)

Rejuvenated an existing store in Burlington, IA. Effective January 3, 2000, became Store Director of the Festival Foods in Peoria---the newest of the Festival Foods stores.

Bell Foods, Inc., Bloomington, IL

Director of Corporate Office (1/97-2/99)

Responsible for the management of the Human Resource Department, four (4) supervising managers and hourly staff; Oversaw all advertising, buying, product negotiations, accounts receivable/payable, and merchandise pricing for two stores; Reorganized staff placement and scheduling; Incorporated store security

Store Manager/General Manager (3/93-1/97)

Responsible for training and supervising 15 managers and hourly staff of 200+; Handled all phases of store operations including: budgeting and expense control, human resources, cash management, merchandise pricing, P&L, sales, advertising, training, and customer service; Maintained annual profit margins of 125%

Buyer/Director of Merchandising (9/83-3/93)

Responsible for purchasing and product merchandising for two stores; Negotiated contracts with major suppliers and vendors; Trained and monitored store buyers; Implemented effective advertising programs; Developed marketing and merchandising programs; Increased sales growth by effective product pricing and timely acquisition of merchandise

Accomplishments: Participated in the design and opening of new retail stores; Developed new advertising formats; Reorganized multiple facilities and increased operational efficiency; Successfully negotiated with suppliers, high volume merchandise contracts resulting in an additional organizational income of \$564,000; Increased organizational Sales profit margins by 130% consistently over a (3+) year period; Developed company 401K plan; Recipient of Super Valu "Sales Per Customer Award", Received "Small Business of the Year" by the Chamber of Commerce in 2002, Major sponsor in Relay for Life and St. Jude.

Professional And Community Activities: McLean County Health Department IPLAN committee member; Heyworth Public School Goals 2000 committee member; Citizens Advisory committee member.

John Thomas Boitnott

Permanent Address
801 Highpoint Rd.
Normal, IL 61761

Contact Information
Phone: 309-825-8233
E-Mail: jboitnott@insightbb.com

Objectives: To obtain a position that will complement my interest in computer hardware and networking.

Education

| | | |
|----------------------|----------------------------------|--------------------|
| Associates Degree | Heartland Community College | Graduated May 1997 |
| Bachelors of Science | Illinois State University | Graduated May 2001 |
| • Major: | Applied Computer Science | |
| • Sequence: | Computer Information Systems | |
| • Concentration: | System Development / LAN Support | |
| • Minor: | Business Administration | |

Certifications

- A+ Certified
- CCNA (Cisco Certified Network Associate)

Employment

Technisource April 2005 - Present

Position: Associate

Duties: Schedule and perform the installation/pickup/moving of computer hardware at State Farm Insurance. I also handle trouble tickets, reload loaner laptops, perform new loads when needed, and help business partners with any questions and needs they may have.

Tom's Parkway Foods June 2001 - January 2005

Position: Pricing Coordinator / Liquor Manager

Duties: Built, installed, and networked computers. Setup users and organize data. Manage all pricing duties including price changes, coordinating with department managers on any problems, tag replacement, setting ad changes, and backdoor receiving. Create all forms and documents. I am also in charge of the Adult Beverage Department, which involves ordering product, working with vendors, setting ad items, placing new items on the shelf, and retailing product.

State Farm Insurance September 2000 - December 2000

Position: Installer \ Team Leader

Duties: Install software upgrades on systems in the Bloomington - Normal area for the Workstation Release 2. Was also a substitute Team Leader supervising 4 -5 installers.

Personal Information

I was a member of the golf team in high school, as well as Boy Scouts where I obtained the rank of Life. I operate a small home-based business selling custom etched glassware as well as build computer systems. I have been building computers for the past few years as well as troubleshooting any problems people may have with their computers.

Skills

- | | | |
|-------------------------|-----------------------|--------------------------|
| ◆ C | ◆ Visio | ◆ Troubleshooting |
| ◆ Cobol | ◆ Microsoft FrontPage | ◆ Planning |
| ◆ SQL | ◆ Problem Solving | ◆ HP Service Desk |
| ◆ Windows 95/98/2000/XP | ◆ Cisco | ◆ Networking Design |
| ◆ Microsoft Outlook | ◆ Networking | ◆ Installation |
| ◆ Microsoft Word | ◆ Lotus Notes | ◆ Computer Setup |
| ◆ Microsoft Excel | ◆ Data Entry | ◆ Network Administration |
| ◆ Microsoft PowerPoint | ◆ Computer Repair | ◆ Computer Upgrading |
| ◆ Microsoft Access | ◆ Routers | ◆ Switches |

Save a Lot

Bloomington-Normal, IL -- 1510 W Market

April 29, 2005
Demographic Report

| | 1 Mile | 2 Miles | 3 Miles |
|----------------------------------|-----------------------|-----------------------|-----------------------|
| General Characteristics: | | | |
| • 2004 Population | 8,810 | 36,243 | 71,084 |
| • Pop Growth: 2000-2004 | 3% | 3% | 3% |
| • Median Age | 31 | 30 | 28 |
| • Blue Collar | 41% | 34% | 32% |
| • Pop in Group Quarters: | 2% | 11% | 16% |
| • in College Dorms or Quarters | 0% | 83% | 90% |
| • in Military Quarters | 0% | 0% | 0% |
| • HH with Children: | 36% | 29% | 26% |
| • Female Head of HH | 40% | 31% | 29% |
| • Avg Household Size | 2.42 | 2.23 | 2.27 |
| • HH With No Vehicle | 12% | 11% | 9% |
| Ethnicity: | | | |
| • White | 69% | 80% | 83% |
| • Black | 17% | 10% | 9% |
| • Hispanic: | 8% | 5% | 4% |
| • Cuban | 0% | 1% | 2% |
| • Mexican | 72% | 70% | 67% |
| • Puerto Rican | 6% | 7% | 9% |
| Income: | | | |
| • Pop Below Poverty Level | 16% | 13% | 14% |
| • Per Capita Income | \$18,766 | \$19,269 | \$19,769 |
| • Median Household Income | \$35,747 | \$38,584 | \$39,951 |
| • Discretionary Household Income | \$11,470 | \$12,199 | \$12,546 |
| • Under \$35,000 | 49% | 46% | 44% |
| • Under \$50,000 | 65% | 62% | 60% |
| • Apartments (10+ Units) | 4% | 12% | 16% |
| • Mobile Homes | 4% | 6% | 7% |
| • Annual Residential Turnover | 27% | 27% | 29% |
| Site Info: | | | |
| • Population Per Square Mile | 2,804 | 2,884 | 2,514 |
| • DMA | Peoria-Bloomington IL | Peoria-Bloomington IL | Peoria-Bloomington IL |
| • DMA ID | 675 | 675 | 675 |
| Competitor Info: | | | |
| • Total Competitors: | 0 | 4 | 5 |
| • Save-A-Lot Count | 0 | 0 | 0 |
| • ALDI Count | 0 | 1 | 1 |
| • Wal-Mart Supercenter Count | 0 | 1 | 1 |
| • Sales Per Square Foot | N/A | \$10.79 | \$9.44 |
| • Square Foot Per Capita | 0.00 | 3.06 | 2.08 |

Save a Lot.

Bloomington-Normal, IL - 1510 W Market

April 29, 2005
Demographic Report

Rad Area

General Characteristics:

| | |
|--------------------------------|--------|
| • 2004 Population | 34,681 |
| • Pop Growth: 2000-2004 | 6% |
| • Median Age | 30 |
| • Blue Collar | 35% |
| • Pop in Group Quarters: | 6% |
| • in College Dorms or Quarters | 65% |
| • in Military Quarters | 0% |
| • HH with Children: | 32% |
| • Female Head of HH | 32% |
| • Avg Household Size | 2.39 |
| • HH With No Vehicle | 9% |

Ethnicity:

| | |
|----------------|-----|
| • White | 78% |
| • Black | 11% |
| • Hispanic: | 5% |
| • Cuban | 1% |
| • Mexican | 69% |
| • Puerto Rican | 7% |

Income:

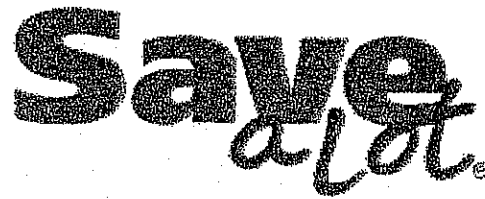
| | |
|----------------------------------|----------|
| • Pop Below Poverty Level | 14% |
| • Per Capita Income | \$20,410 |
| • Median Household Income | \$40,861 |
| • Discretionary Household Income | \$12,776 |
| • Under \$35,000 | 44% |
| • Under \$50,000 | 60% |
| • Apartments (10+ Units) | 12% |
| • Mobile Homes | 10% |
| • Annual Residential Turnover | 27% |

Site Info:

| | |
|------------------------------|----------------------|
| • Population Per Square Mile | 2,460 |
| • DMA | Peoria-Bloomington 1 |
| • DMA ID | 675 |

Competitor Info

| | |
|------------------------------|---------|
| • Total Competitors: | 3 |
| • Save-A-Lot Count | 0 |
| • ALDI Count | 1 |
| • Wal-Mart Supercenter Count | 0 |
| • Sales Per Square Foot | \$10.11 |
| • Square Foot Per Capita | 1.90 |



Bloomington-Normal, IL -- 1510 W Market

April 29, 2005
PCW Report

Champaign, De Witt, Ford, Livingston, Logan, McLean, Piatt...

| | | |
|--------------------------------|--|-----------------|
| EW | | |
| * PCW | | \$30.62 |
| * 2004 Population Estimate | | 629,288 |
| 90-Rail Sales Potential | | |
| * Grocery Stores | | \$1,001,954,026 |
| 90-R Capita Food Sales | | |
| * Grocery Stores | | \$1.592 |

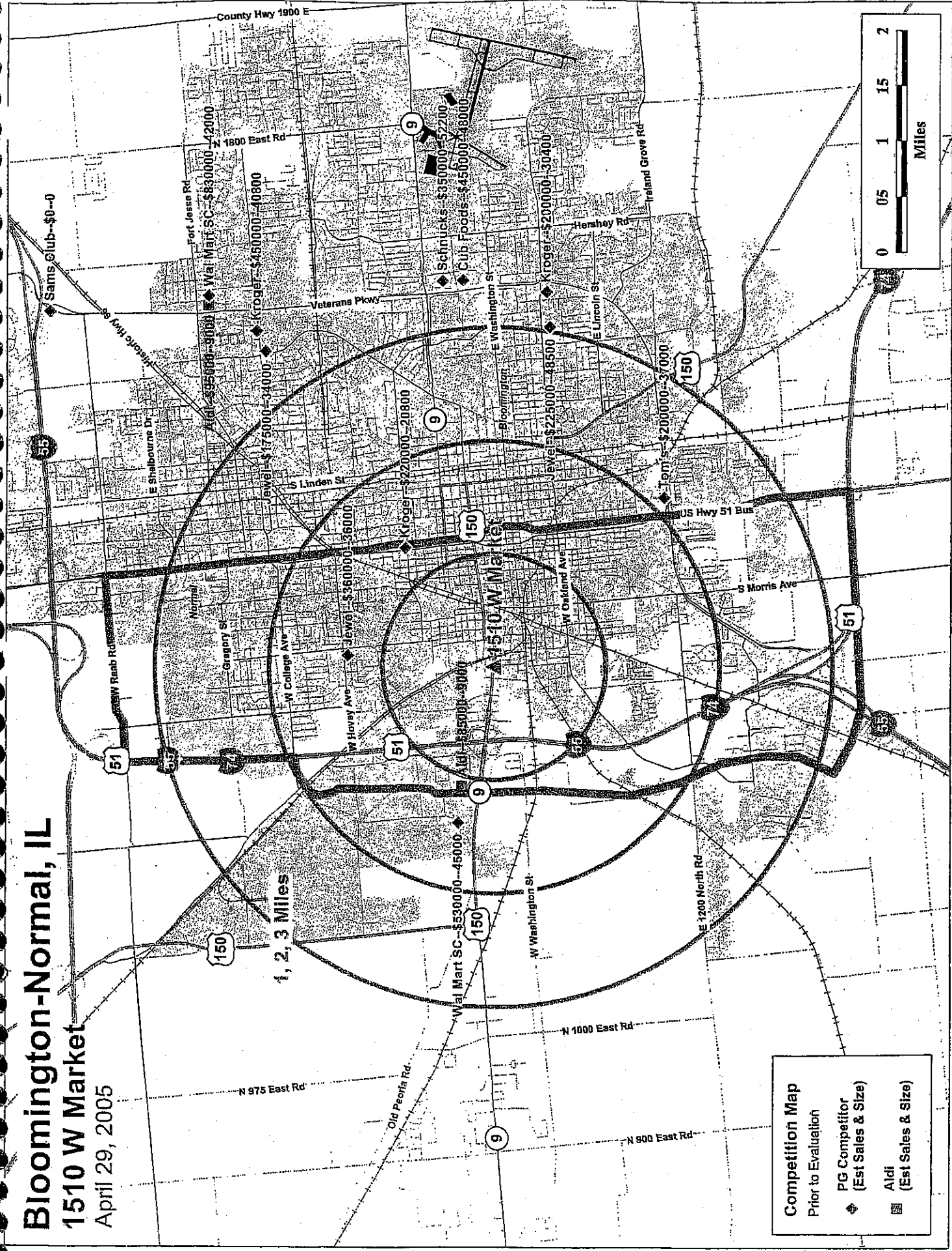
(C) 2004 Applied Geographic Solutions, Inc. All Rights Reserved, SRC, LLC.

Bloomington-Normal, IL

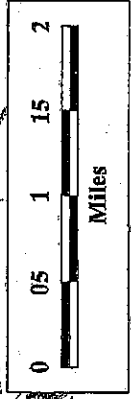
1510 W Market

April 29, 2005

1, 2, 3 Miles



Competition Map
 Prior to Evaluation
 ◆ PG Competitor
 (Est Sales & Size)
 ■ Aldi
 (Est Sales & Size)

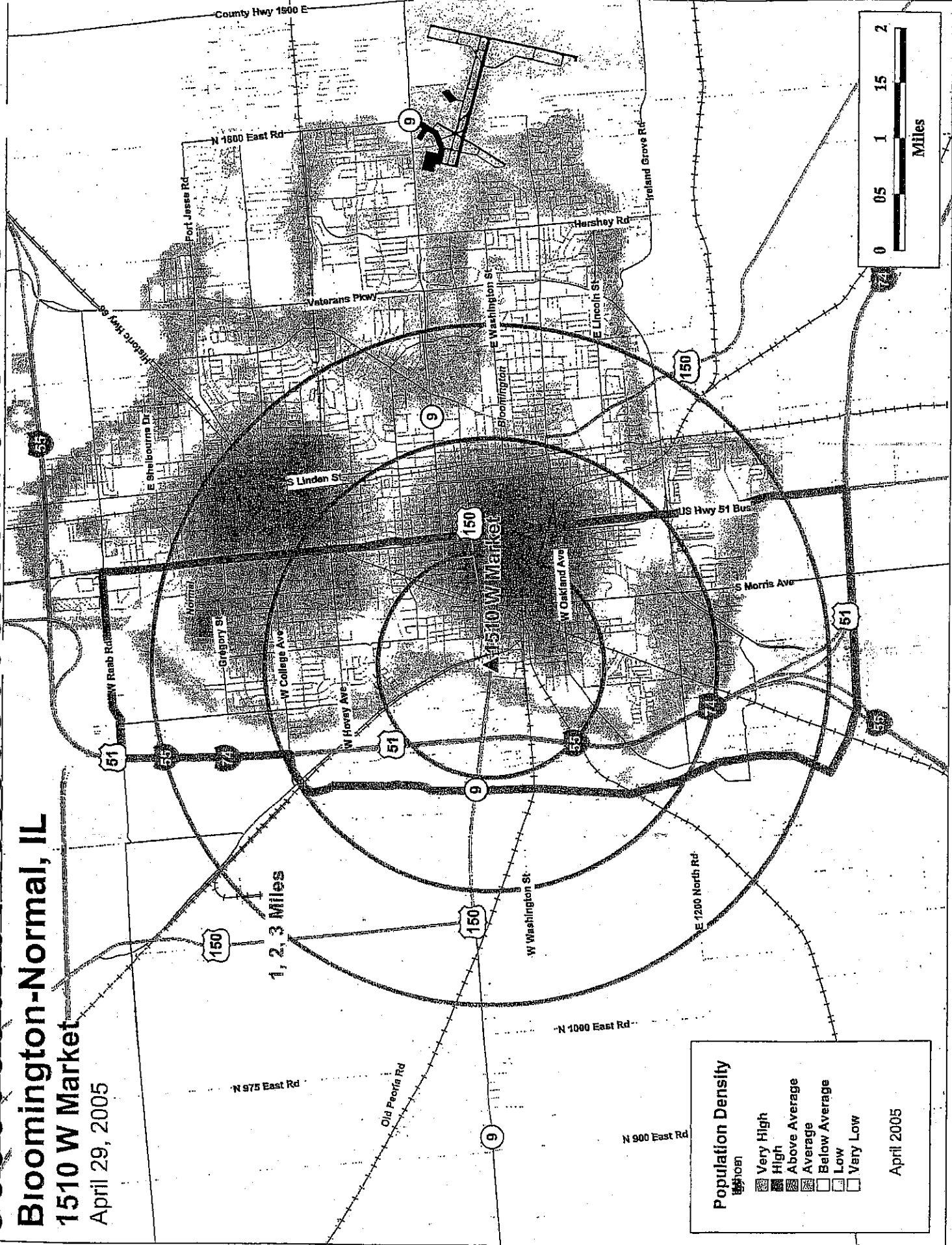


Bloomington-Normal, IL

1510 W Market

April 29, 2005

1, 2, 3 Miles



Population Density

- Very High
- High
- Above Average
- Average
- Below Average
- Low
- Very Low

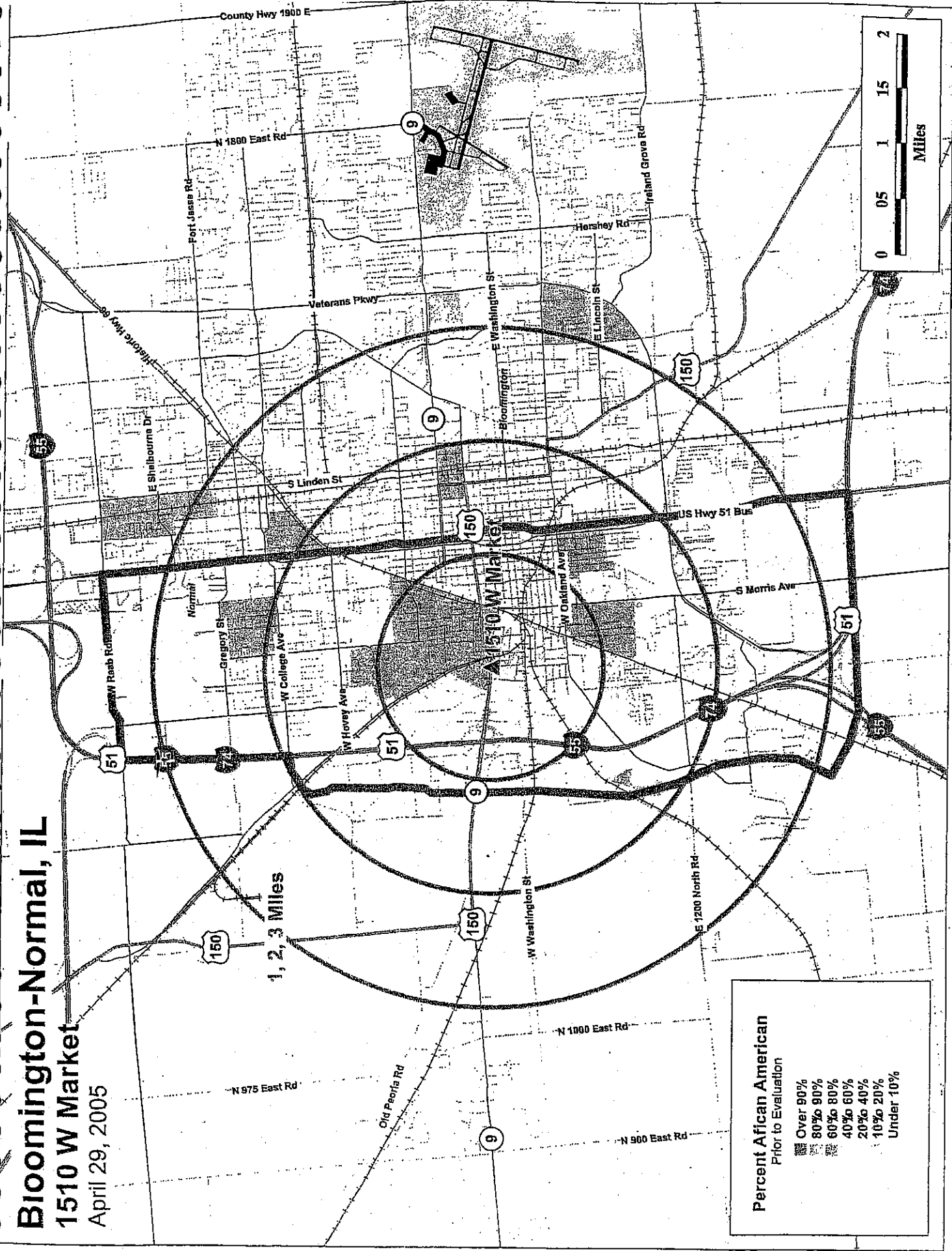
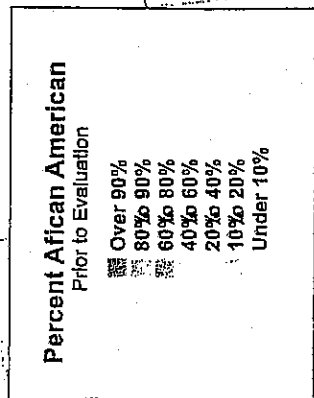
April 2005

Bloomington-Normal, IL

1510 W Market

April 29, 2005

1, 2, 3 Miles



Bloomington-Normal, IL

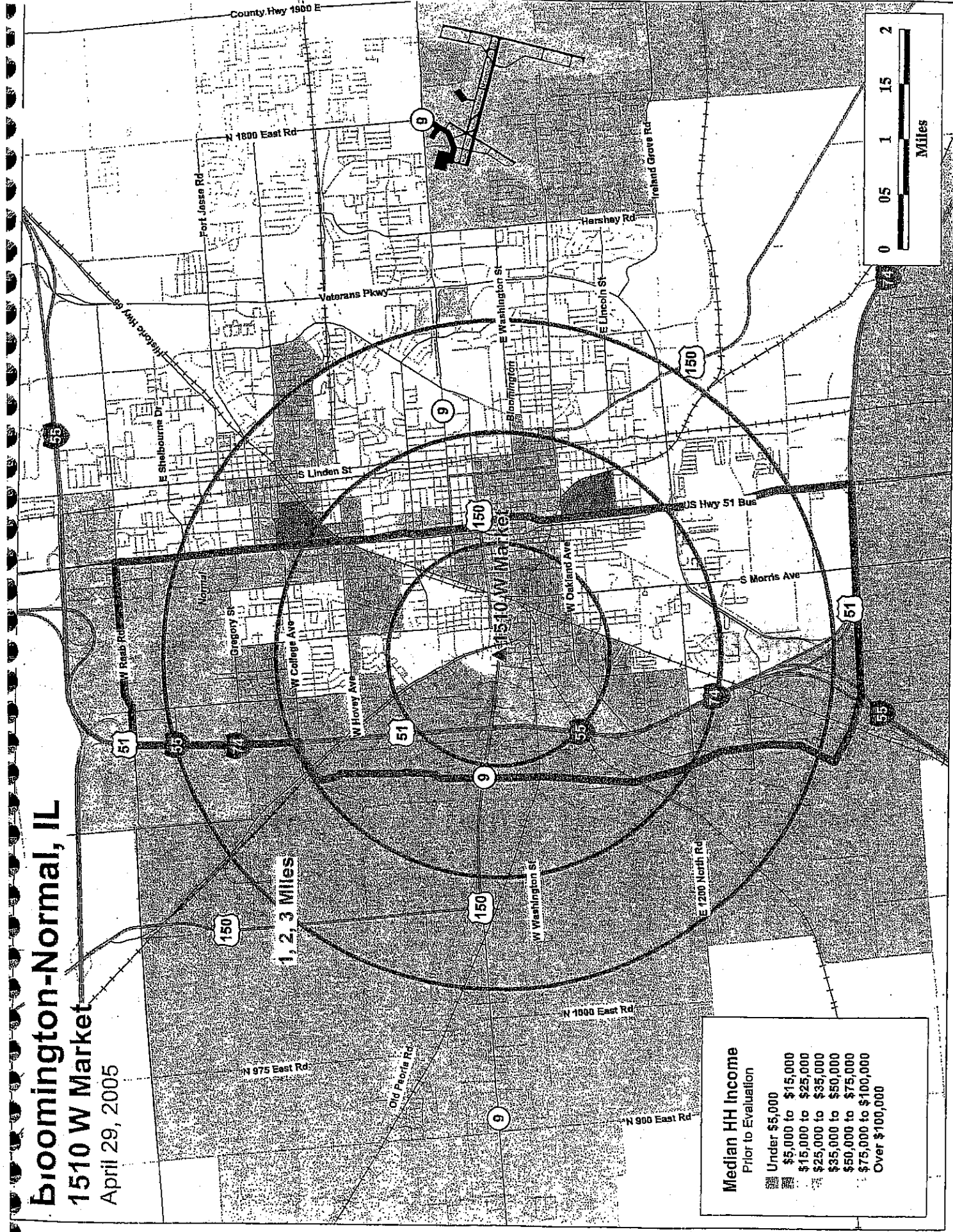
1510 W Market

April 29, 2005

1, 2, 3 Miles

Median HH Income
Prior to Evaluation

| |
|-----------------------|
| Under \$5,000 |
| \$5,000 to \$15,000 |
| \$15,000 to \$25,000 |
| \$25,000 to \$35,000 |
| \$35,000 to \$50,000 |
| \$50,000 to \$75,000 |
| \$75,000 to \$100,000 |
| Over \$100,000 |



MISSION STATEMENT

 **MOR FOR LESS**

FOOD STORES

MISSION STATEMENT

MOR FOR LESS competes in the food/retail sector and represents a unique form of retailing with significantly lower pricing as the principal marketing thrust. We sell a limited assortment of high volume packer label products, private label products and national brand products purchased at the lowest possible cost and sold at the lowest possible retail. Low retails demand a commitment to operate at the lowest possible, most efficient and productive cost levels. Therefore, decisions that guide the growth of our business will constantly be weighted against their relative impact on retail pricing.

OUR PRICES

As a highly specialized business, our appeal is almost entirely pricing. On an everyday price basis, we will not be undersold on any item by the market price leader. We will strive to save our customers up to 40% on their grocery purchases compared to our competition.

OUR PRODUCTS, QUALITY AND GUARANTEE

We are the customer's buying agent and must be the best buyer for the products we sell. We buy in large quantities, are always in stock, and have available an abundance of good values and generally do not limit quantities.

While price is our primary thrust, product quality and packaging are vital to our success. We sell selected national and regional branded products, but concentrate on offering highest quality private and packer label products to ensure an overall strong

value offering. We will honestly represent the quality of every product sold to our customers.

We want our customers to be pleased with everything they buy, If the merchandise is not what they expect, then we will gladly exchange the item or refund the purchase price upon request.

OUR CUSTOMERS AND COMMUNITIES

We recognize our responsibility to our customers to create and maintain high standards of honesty, efficiency and performance in all that we do.

We recognize the importance of becoming a good community citizen in each of our markets. We encourage our people to participate in community activities consistent with our business mission, and we will operate our stores in a manner that makes us welcome in the communities we serve.

We deliver friendly, efficient customer service, are honest in all communications, and take pride in all that we do.

OUR STORES

We operate clean, safe and well-stocked stores that are easy and pleasant to shop. Our low-priced marketing position demands a commitment to efficiency, productivity and operating discipline. Accordingly, we continue to explore new operating disciplines and methods which will help us eliminate from our business costs that do not contribute to customer value.

**STORE
CONCEPT &
QUALIFYING
CRITERIA**



MOR FOR LESS

FOOD STORES

MOR FOR LESS

STORE CONCEPT & QUALIFYING CRITERIA

1. CONCEPT

MOR FOR LESS competes in the food retail sector and represents a unique form of retail with significantly lower pricing as the principal marketing thrust. We sell a limited assortment of high volume packer label products, private label and national brand products purchased at the lowest possible cost and sold at the lowest possible retail. Low retails demand a commitment to operate at the lowest possible, most efficient and productive cost levels. Therefore, decisions will constantly be weighted against their relative impact on retail pricing.

2. STOCK KEEPING UNITS

A. DRY GROCERY

1. 555 (Packer Label)
2. 12 (Private Label)
3. 129 (Regional Brand)
4. 205 (National Brand)

TOTAL / 901

B. DAIRY / EGGS

1. 52 (Packer Label)
2. 14 (Private Label)
3. 1 (Regional Brand)
4. 36 (National Brand)

TOTAL / 103

C. THAW / SELL PASTRY

1. 49 (Packer Label)

TOTAL / 49

D. FROZEN FOOD

1. 41 (Packer Label)
2. 21 (Private Label)
3. 2 (Regional Brand)
4. 116 (National Brand)

TOTAL / 180

E. ICE CREAM / NOVELITIES / ICE

1. 16 (Regional Brand)
2. 27 (National Brand)

TOTAL / 43

F. SMOKED / PROCESSED / FROZEN MEATS

1. 11 (Packer Label)
2. 2 (Private label)
3. 44 (Regional Brand)
4. 72 (National Brand)

TOTAL / 129

**GRAND TOTAL (A-F)
1405 Stock Keeping Units**

NOTE: The above does not include fresh meat, produce, tobacco products and direct store vendors.

3. IMPORTANT FACTORS

There are six (6) important factors a retailer should consider about their marketing area.

- A. State income average per household
(Marketing area should be 15% - 16% below state average)
- B. Persons per household
- C. Sales per square foot of competition's selling area within the market area
- D. Location
- E. Annual food stamp disbursement of the area
- F. Unemployment rate of area

4. WAGE STRUCTURE

- A. 4 % / 5%

5. INVENTORY COST (Not Including D.S.D)

- A. \$10.50 per square foot of selling area

6. QUALIFYING CRITERIA

A. STORE SIZE

- 1. Minimum Square Foot / 12,000
- 2. Maximum Square Foot / 22,000

NOTE: Square footage of store should not exceed 22,000 square feet unless otherwise approved by Roundy's, Inc.

B. RENTAL FACTOR (Existing Building)

1. \$2.00 - \$3.00 per square foot

C. PARKING

1. Five (5) to One (1) Ratio

D. BUILDING REQUIREMENTS

1. Building must accommodate pallet unloading.
2. Coolers / freezer must accommodate pallet receiving.

7. SCANNING

8. FIXTURES (Used / Remanufactured)

A. INCLUDES:

Cases, coolers, freezers, checkout counters & miscellaneous equipment.

9. PLATFORMS / RACKING COST (New)

A. USING A COMBINATION OF THE FOLLOWING:

1. 2' x 4' platforms
2. 4' x 4' platforms
3. Warehouse racking
4. Wire baskets

B. COST \$1.25 PER SQUARE FOOT (AVERAGE)

NOTICE: Platforms / racking/ wire basket cost subject to change

without notice. Engineering fees, freight, tax and installation not included.

10. BAKERY DISPLAY RACKS / DUMP TABLES COST (NEW)

A. \$1,600.00 - \$2,700.00 (AVERAGE)

NOTICE: Bakery display racks / dump tables cost subject to change without notice. Engineering fees, freight, tax and installation not included.

11. INTERIOR DÉCOR COST (NEW)

(Standard package based on 15,000 square foot store)

A. \$12,000.00 - \$14,000.00

NOTICE: Interior décor cost subject to change without notice.
Engineering fees, freight, tax and installation not included.

12. EXTERIOR SIGNAGE

A. INCLUDES THE FOLLOWING:

1. 6' x 24' single face vinyl sign
2. (6) 3' x 12' non-illuminated painted signs

B. COST / \$5,500.00 (AVERAGE)

NOTICE: Exterior signage cost subject to change without notice.
Engineering fees, freight, tax and installation not included.
Other building signs and road signs available.

13. SERVICES AVAILABLE

- A. Advertising
- B. Retail accounting services
- C. Central billing program
- D. Advanced ordering system
- E. Computerized price decks
- F. Market evaluation
- G. Effective limited variety-merchandising format
- H. Equipment sourcing
- I. Greeting card program
- J. Floor care and sanitation program

OPERATING STANDARDS & STORE GUIDELINES



MOR FOR LESS

FOOD STORES

101

OPERATING STANDARDS & STORE GUIDELINES

1. Operating Standards

The operational objective shall be to operate a limited assortment, discount food store offering the lowest possible overall everyday retail prices on a limited assortment of quality products. Certain general standards contribute to the overall image portrayed by MOR FOR LESS concept and the Marks, and these standards must be adhered to in order to protect the value of the Marks and the goodwill associated therewith. These general standards include (a) primary emphasis on high quality, private/control label products distributed by the Licensor, (b) NO generic or salvage products, (c) product stocked in cases on approved fixtures, (d) high standards of cleanliness, appearance and sanitation, (e) exterior and interior signage, including item price signs as approved by Licensor and (f) courtesy and friendliness toward all customers, but with services limited to redemption of manufacturers' coupons, redemption of food stamps and limited check cashing. Fresh meat and produce departments must be consistent with and reinforce the MOR FOR LESS concept of quality and discount prices.

2. Building Layout & Design

- A. Must have an approved set of interior store drawings, which must accompany the executed license agreement.
- B. Square footage of store should not exceed 20,000 square feet unless otherwise approved by Roundy's, Inc.
- C. The building must accommodate pallet unloading and proper equipment must be used.
- D. Outer perimeter aisles are to be between 10' and 20' in width.
- E. Inner aisles are to be 6'6" to 7'6" in width.
- F. The site must have adequate parking.

- G. The building must have an attached lighted MOR FOR LESS sign. Type and placement must be approved by MOR FOR LESS. An approved MOR FOR LESS pylon sign located near the roadway for optimum visibility is also recommended.
- H. Walls in sales area of store should be drywall, or an alternative material approved by MOR FOR LESS, and should be painted per MOR FOR LESS specifications.
- I. Ceiling - All newly constructed stores should have a drop ceiling or open ceiling. Existing store ceiling that are soiled must be painted or replaced if drop ceiling exists.
- J. Floor - All newly constructed stores should use 12" vinyl floor tile. (See attached color and pattern information.) Existing floors should be of a consistent light color and be free of major defects. Floor type and appearance must be approved by MOR FOR LESS.
- K. Automatic controls must be on "in" and "out" doors.

3. Equipment & Fixture Requirements

A. Grocery Department

- 1. Up to 900 lineal feet for MOR FOR LESS approved metal platforms in combination with warehouse racking or other approved metal shelving.
- 2. Approved price sign holders.
- 3. Check stands which accommodate check stand to cart checkout. (Minimum 6' conveyor belt.)
- 4. Approved MOR FOR LESS display tables.
- 5. Electronic scanning systems.
- 6. A minimum of 28' of laminated formica top of approved bagging tables.
- 7. Approved shopping carts. (Carts should specify MOR FOR LESS handles and baby seats.)

B. Frozen Food Department

- 1. Up to 120' of coffin freezer with end bunkers or equivalent equipment which accommodates the same lineal feet of product facings.

2. Up to ten door ice cream freezer or equivalent equipment which accommodates the same lineal feet of product facings.

C. Meat Department

1. Up to 36' of coffin fresh meat case or equivalent equipment which accommodates the same lineal feet of product facings.
2. Up to 36' of 3 deck smoked meat case or equivalent which accommodates the same lineal feet of product facings.

D. Dairy Department

1. Up to 48' of multi-deck dairy case, door coolers or equivalent equipment which accommodates the same lineal feet of product facings.

E. Produce Department

1. Up to 36' of refrigerated single deck produce case.

F. All refrigeration cases must be painted to MOR FOR LESS specifications.

4. Store Preparation

- A. All refrigeration must be up and running prior to shipment of any MOR FOR LESS product.
- B. All renovations must be completed before shipment of MOR FOR LESS product.
- C. Floors are to be waxed and buffed before shipment of MOR FOR LESS product.
- D. Parking lot must be paved or repaired before receiving MOR FOR LESS product.

5. Merchandising Concept

In order to establish, enhance and protect the unique MOR FOR LESS image and the integrity of our retail presentation, the following merchandising MOR FOR LESS guidelines should be adhered to:

- A. A merchandising plan must be completed and approved prior to the shipment of any MOR FOR LESS merchandise.
- B. DSD merchandising excluding fresh meat, produce, milk and milk bi-products, ice cream and eggs must not exceed 15% of the total lineal feet of platform merchandise.
- C. Up to 36' of tobacco products (optional).
- D. All DSD product must reinforce the MOR FOR LESS concept of high quality and there must be a significant retail price spread compared to the major competition in the trading area.
- E. The maximum number of produce items for sale in a MOR FOR LESS store should not exceed 30.
- F. The maximum number of fresh meat and poultry items for sale in a MOR FOR LESS store should not exceed 45.

All options and restrictions of the store guidelines are subject to approval on an individual basis by MOR FOR LESS. All options may not be listed. MOR FOR LESS reserves the right to amend and enforce the store guidelines from time to time as it deems necessary or beneficial to protect or enhance the integrity of the program.

Members Berglund/Owens moved the County Board approve a Request for Approval of a Resolution Approving the CDAP Revolving Loan Application for Boitnott Foods, Inc., d/b/a More For Less – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund, Vice-Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 2006 Combined
Appropriation and Budget Ordinance For Fund 0106

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

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2006 appropriation in Fund 0106 Family Case Management, and the Board of Health and Finance Committee concur; and,

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

BE IT ORDAINED AS FOLLOWS:


1. That the Treasurer is requested to increase revenue line 0407-0142 Federal Financial Participation - in Fund 0106, Department 0061, Program 0062, by \$10,231 from \$170,116 to \$180,347.
2. That the County Auditor is requested to create appropriations in the following line item accounts in Fund 0106, Department 0061, Program 0062, Family Case Management as follows:

| LINE | DESCRIPTION | PRESENT AMOUNT | INCREASE | NEW AMOUNT |
|-----------|--------------------------|-------------------|----------|---------------|
| 0515-0001 | Part-Time Employee | \$ 24,339 | \$ 8,716 | \$ 33,055 |
| 0599-0001 | County IMRF | \$ 51,852 | \$ 748 | \$ 52,600 |
| 0599-0003 | Social Security Contrib. | \$ 48,094 | \$ 667 | \$ 48,761 |
| 0620-0001 | Operational/Office Supp. | \$ 5,300 | \$ 100 | \$ 5,400 |
| TOTALS: | | \$129,585 | \$10,231 | \$139,816 |

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

Adopted by the County Board of McLean County this 21st day of March, 2006.

ATTEST:


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

APPROVED:


Michael F. Sweeney Chairman of the
McLean County Board

F:\adm\budg\06FCMamendment

Members Berglund/Harding moved the County Board approve a Request for Approval of a Budget Amendment for Grant Fund 0106, Provision for Improved Parking Lot Monitoring for the 200 W. Front Street Building - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund, Vice-Chairman, presented the following:

A. Resolution Amending the Fiscal Year 2006 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2006 McLean County Combined Appropriation and Budget Ordinance for Fund 0106.

WHEREAS; the County Board adopted a funded Full-Time Equivalent Position Resolution on September 20, 2005 which became effective on January 1, 2006; and,

WHEREAS, it becomes necessary to increase the Funded Full-Time Equivalent Position Resolution to authorize position changes associated with the operation of the parking lot at the 200 West Front Street building.

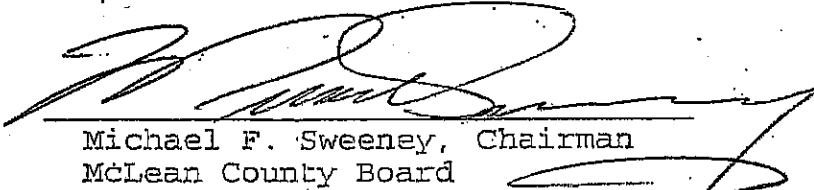
Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

| <u>Action</u> | <u>Fund</u> | <u>Program</u> | <u>Position Classification</u> | <u>Annual FTE</u> | <u>Months</u> | <u>Now</u> | <u>New</u> |
|---------------|-------------|----------------|--------------------------------|-------------------|---------------|------------|------------|
| Increase | 0106-0061 | 0062 | 0515-0339 | .47 | 10.0 | .33 | .72 |


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

Adopted by the County Board of McLean County this 21st day of March 2006.

APPROVED


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

adm\budg\05\092106




Health Department

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

Memorandum

To: Honorable Members Mclean County Board Finance Committee

From: Robert J. Keller, Director 

Date: February 22, 2006

Re: Parking Lot Attendant Increase for Health Department Building Parking Lot.

Planned events for the Cellular One Coliseum are scheduled to begin on March 31st. The Health Department has been engaged in discussions with the County Administrator's Office and the County's Facilities Manager about the impact of those events on the operation of the McLean County Health Department. One impact of the opening of that facility will be the necessity to alter several mid-week schedules to avoid conflicts with events. The main concern is the increase in traffic and the paucity of parking in downtown Bloomington. The second consideration is the current negotiations ongoing between the County and the Coliseum's management surrounding leasing a portion of the building's lot to accommodate premium seat holders. The vast majority of events will be on Friday, Saturday and Sunday evenings.

The attached request seeks to increase the Health Department's parking lot coverage from its present .53 FTE to 1.0 FTE. It is likely that at least two individuals will staff this time period. The additional hours will be used to cover late afternoons (when early event ticket holders may seek to arrive early and disrupt the business operation) and selected Saturday daytime clinics when some Coliseum events may also be held. Financial resources to cover the increased hours will initially be defrayed through federal financial participation revenue. However, it is anticipated that a portion of the lease payments made by the Coliseum to the County will be used to offset this additional cost.

The presence of the U.S. Cellular One Coliseum and the Pepsi Ice Rink will bring added pressure on downtown parking. It has been our experience that signage alone does not deter individuals from parking illegally. The department's WIC, dental, immunization and communicable disease clinics all rely on the availability of parking to assure participant attendance and timely appointments. Adding the additional time will help assure that goal.

Budget Amendment Narrative
Grant Fund 0106
Provision for Improved Parking Lot Monitoring
For the 200 West Front Street Building

Prior to arrangements being made to include revenues and monitor expenses associated with parking lot coverage for the 200 W. front St. Building, the Health Department is submitting this amendment to increase FTE and associated costs to Fund 0106 to add a .47 Parking Lot Attendant position. This amendment will add a .47 FTE to the existing .53 position that already exists in the Health Department budget to assure parking lot coverage during peak times corresponding with scheduled events at the Cellular One Coliseum. Revenue for this position will temporarily come from Federal Financial Participation revenues of the Health Department to be refunded by the County through a mechanism to be determined. The amendment includes salary, fringe benefits, and a small supply allotment to cover incidentals associated with establishing the position.

Members Berglund/Selzer moved the County Board approve a Request for Approval of a Resolution Amending the Fiscal Year 2006 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2006 McLean County Combined Appropriation and Budget Ordinance for Fund 0106 – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund stated the General Report can be found on pages 126-136.

TRANSPORTATION COMMITTEE:
Member Bass, Chairman, presented the following:

**INTERGOVERNMENT AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL, AND
THE COUNTY OF MCLEAN**

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220\1 *et seq.*, permit and encourage local governments to enter into intergovernmental agreements to obtain or share services or to exercise combine or transfer powers and functions and;

WHEREAS, the Town of Normal is a municipal corporation, the City of Bloomington is a municipal corporation and the County of McLean is a body corporate and politic and;

WHEREAS, it is in the best interest of the public health, safety and welfare that a major road be planned for the unincorporated area of McLean County East of the Town of Normal and East of the City of Bloomington and;

WHEREAS, the planned major road will provide ready access from I-55, US 51 and I-74 to The Central Illinois Regional Airport; and;

WHEREAS, the planned major road will improve traffic flow and contribute and assist in community development and;

WHEREAS, the Town of Normal, The City of Bloomington and the County of McLean deem it to be in the best interests of the citizens of all of McLean County to enter into an Intergovernmental Agreement to complete an alignment study which sets forth the location of the planned major road and;

WHEREAS, an alignment study which sets forth the location of the planned major road is expected to take approximately two years and cost approximately One million three hundred thousand dollars and;

WHEREAS, Federal high priority funds in the amount of \$800,000 of have been appropriated for a study to lay out the exact alignment of the East Side Highway and;

WHEREAS, the County has applied for an additional \$150,000 of Illinois Tomorrow funds to further supplement the cost of the study and;

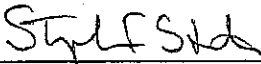
WHEREAS, the County of McLean, the City of Bloomington and the Town of Normal hereby agree to associate for the purpose of conducting , funding, and implementing an East Side Roadway Alignment Study, now, therefore,

The County of McLean, the City of Bloomington, and the Town of Normal hereby agree:

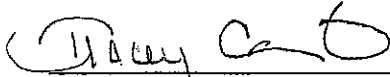
1. To split equally the local share, being the share not paid by state or federal funds, of the cost of the alignment study.
2. Any party may terminate this agreement if the federal money anticipated is not appropriated or made available for this study within two years of the date of the last party to sign this agreement. Any party may terminate this agreement if their proportionate share of the study exceeds One hundred thousand dollars (\$100,000.00). This agreement may not be terminated after the study has been commissioned. This agreement shall be modified within six months of the completion of the study to correspond with the study. Termination by a party to this agreement must be in writing and delivered to the other parties 60 days prior to the date of termination.

APPROVED:

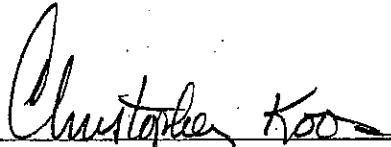
ATTEST:



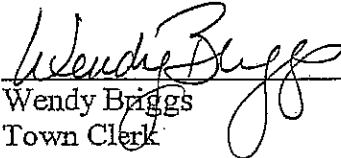
Mayor Steve Stockton (date) 02/01/04
City of Bloomington



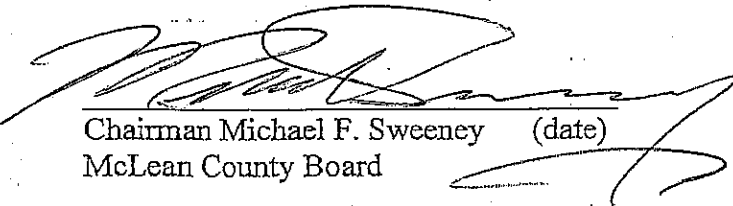
Tracy Covert
City Clerk




Mayor Christopher Koos (date)
Town of Normal



Wendy Briggs
Town Clerk



Chairman Michael F. Sweeney (date)
McLean County Board



Peggy Ann Milton
County Clerk



OFFICE OF THE ADMINISTRATOR

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


104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

March 13, 2006

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

From: John M. Zeunik 

Re: Intergovernmental Agreement: Alignment Study for East Side Highway

Last week, I traveled to Washington, D.C. with the County's Drug Court Team to meet with our Representatives and U.S. Senators about possible federal funding to begin a Drug Court in McLean County. At the conclusion of our presentation on plans for a Drug Court, staff in the Speaker's Office and in our Representative's office asked about the progress on the federally funded study for the proposed East Side Highway. For the Committee's information and review, I have summarized below four key facts about the funding for the proposed East Side Highway study that were emphasized during our meetings with our Congressional delegation.

- (1) The federal grant in the amount of \$800,000.00 has been awarded to McLean County.

If the Intergovernmental Agreement is approved by the City, Town, and County, then McLean County will be the coordinating local government entity for the grant funding and the study of possible alignments for an East Side Highway. If the Intergovernmental Agreement is not approved by all three local governments, then the federal grant will be lost. Please note that the City of Bloomington Council approved the Intergovernmental Agreement on February 27th and the Town of Normal approved the Agreement on March 6th. Again, if the County decides not to approve the Intergovernmental Agreement, then neither the City nor the Town will be able to use these federal grant funds.

- (2) The federal grant in the amount of \$800,000.00 cannot be used for capital improvements to Towanda-Barnes Road or for the interchanges on I-55.

As noted in #1 above, if the grant funding is not used to complete a study of possible alignments for an East Side Highway, then the federal grant is lost. The federal grant funding cannot be used for capital improvements to Towanda-Barnes Road or to improve the interchanges on Interstate 55. The federal grant

The Honorable Chairman and Members of the Transportation Committee
March 13, 2006
Page Two

funding cannot be used for a study of another transportation corridor within the County.

- (3) Pursuant to federal transportation requirements, the study of possible alignments for an East Side Highway must consider a three mile wide corridor between Towanda-Barnes Road and 2200 East.

Under current federal transportation requirements, the County, as the recipient of the federal grant, must consider a three mile wide corridor between Towanda-Barnes Road and 2200 East. The consulting firm retained to complete the alignment study will look at multiple alignment alternatives within this three mile wide corridor.

- (4) The federal grant funding for the alignment study is the result of 15+ years of work on behalf of McLean County by the County's Congressional delegation. Planning for a possible East Side Highway began during Tom Ewing's term as our local Congressman. During the past 15+ years, the County's Congressional representatives have continued to work with the three local governments to look at the need for an East Side Highway and to secure federal grant funds for the alignment study. Given the history of cooperation and work that has been expended to secure this grant, if the County decides not to move forward with this study, then it is unlikely that the County will be successful in securing federal funds for any future study of transportation needs on the East Side.

Should you have any further questions about the proposed study, I will be pleased to answer them at the Special Transportation Committee meeting.

Thank you.

City approves bypass study

By M.K. Guetersloh
mkguetersloh@pantagraph.com 2-28-06

BLOOMINGTON - A study that could narrow the location for an east-side highway has the support of the Bloomington City Council to the tune of \$100,000.

Debate also continued Monday on a smoking ban in public places and an ordinance that would allow the city to hire deputy chiefs from outside the police and fire departments.

The council approved an intergovernmental agreement with the town of Normal and McLean County to study a possible alignment of the highway. Under the agreement, the governments would split a \$300,000 cost to the study. The money would be the local match requirement for \$800,000 in federal transportation funds to study the highway.

Alderman Kevin Huette voted for the agreement saying, "At some point there will be a need, and today is a good time to plan for that."

Aldermen Karen Schmidt and J. "Skip" Crawford voted against the agreement in the 6-2 vote.

Schmidt said she is hearing a lot of questions from residents about the need for a highway on the east-side of the city.

Tim Bittner of Bloomington questioned the need for the highway. He also said residents eventually could see a moratorium on selling or changing their property if the study continues.

"By making changes to our property we risk losing it," Bittner said. Under a moratorium Bittner said property owners would have to go to the Illinois Department of Transportation to approve changes to their houses.

IDOT then could OK the change or take the property through eminent domain, Bittner said.

The study would determine the 300-foot alignment of the proposed highway that could be built to connect Interstate 55 near Towanda to Interstate 74 just outside of Downs.

Currently, a 2,500 foot wide corridor that runs along that east-side stretch has been put on the comprehensive plan maps for Bloomington and Normal.

The County Board's land used committee voted against amending the comprehensive plan to show the 2,500-foot corridor.

Also, the County Board's transportation committee voted down participating in the intergovernmental agreement on funding the study until they knew where Bloomington City Council stood on the matter. The transportation committee could take up the matter at its meeting in March.

In other items, most of the council members agreed that it will have to develop some kind of ordinance that would ban smoking in public places, specifically in taverns and restaurants.

Council approves ambulance fees

By Mary Ann Ford
mford@pantagraph.com - 3-7-06

NORMAL - An ambulance trip to the hospital will cost Normal residents a minimum of \$343, beginning July 1.

The City Council approved ambulance fees Monday night as part of a plan to take over all ambulance service for the town and allow Lifeline Mobile Medics to get out of the ambulance business by Jan. 1, 2009.

Members also agreed to contribute \$100,000 toward a study of an east-side highway corridor. Bloomington City Council approved similar funding in February, and the McLean County Board is expected to reconsider the study at its March meeting.

Normal City Manager Mark Peterson said the ambulance fees are needed to cover the extra costs of providing paramedic service through the fire department.

Currently, town ambulances transport patients with basic needs and Lifeline provides the more-advanced paramedic service.

Lifeline has been looking for alternatives for ambulance service since before it filed Chapter 11 bankruptcy in 2003. Recently it was announced Normal and Bloomington would pick up the service.

Bloomington also will provide ambulance service to rural areas in McLean County.

The change means upgrading 18 to 20 Normal firefighters from basic emergency medical technicians to paramedics, purchasing an ambulance for the fire station on Raab Road and hiring six new firefighters. The total cost is expected to be more than \$666,400.

While the firefighters are undergoing about two years of paramedic training, Lifeline will continue to provide paramedics service by dispatching a paramedic in a chase vehicle. The paramedic then will ride to the hospital on the town's ambulance.

Councilman Adam Nielsen said that while the fee is unfortunate, Medicare and other insurance providers will help cover it. The new fees are within the "reasonable and customary" charges allowed by most insurance providers and Medicare guidelines.

"We're not charging a fee to cover all our costs, just to help cover the higher level of service," said Councilman Jeff Fritzen. "We're not discontinuing subsidized basic transports."

Ambulance service provided by the fire department has been provided at no charge to the patient.

East-side corridor

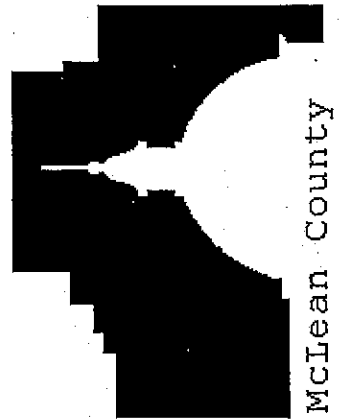
Mayor Chris Koos emphasized the \$100,000 approved for the highway corridor study will be used merely to study - not establish - an east-side highway.

1
↓
The county received \$800,000 from the federal transportation bill last summer for the study, but it requires a local match. The study would consider if an east-side highway is needed and where it should be located.

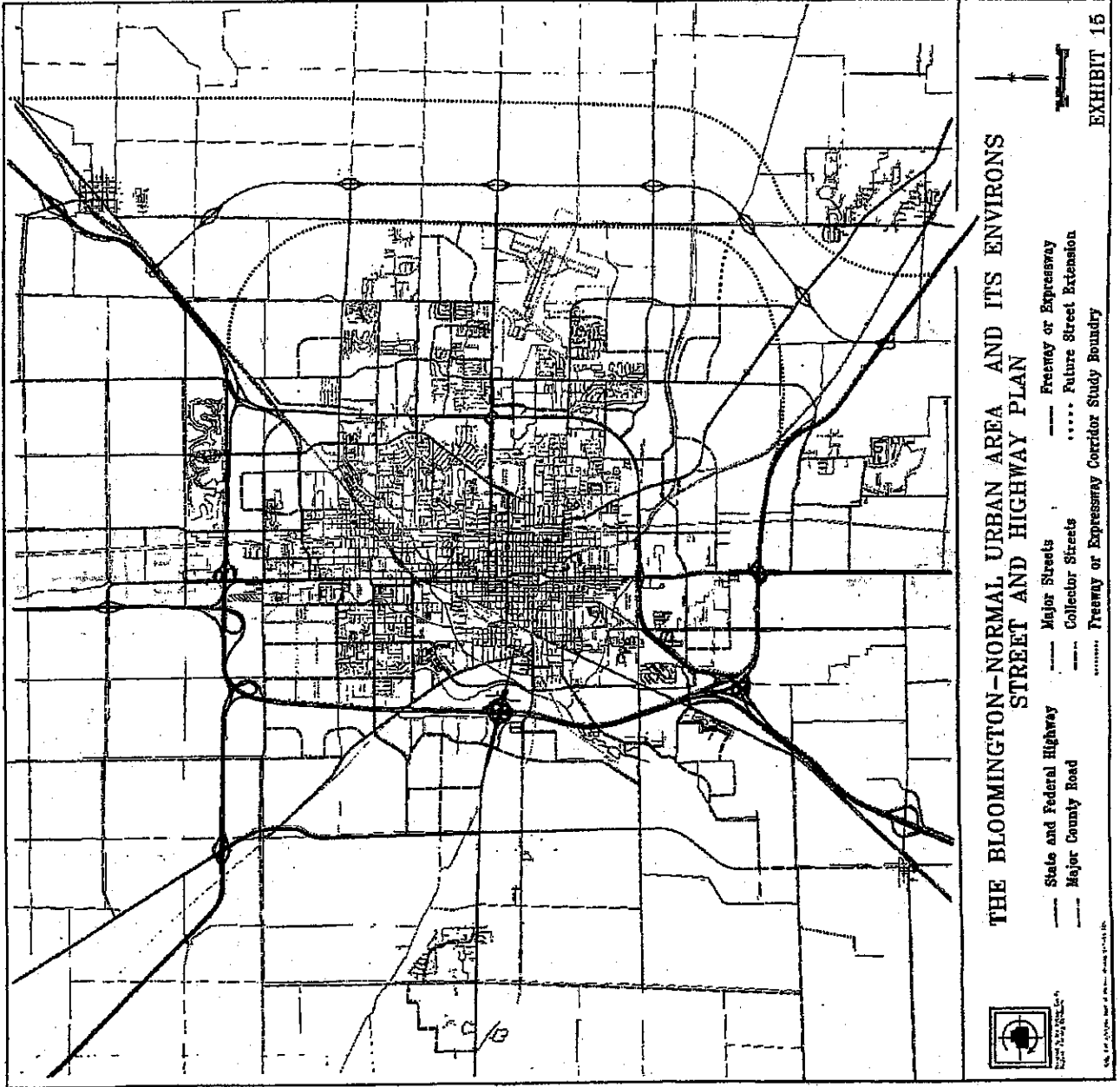
Bloomington and Normal have adopted comprehensive plans that include a 2,500-foot-wide corridor area extending from Towanda on the North to Downs on the south. That corridor marks only where such a highway could go if one were built.

**Joint Meeting of the Transportation/Land Use
and Development Committees of the
McLean County Board**

January 25th, 2006



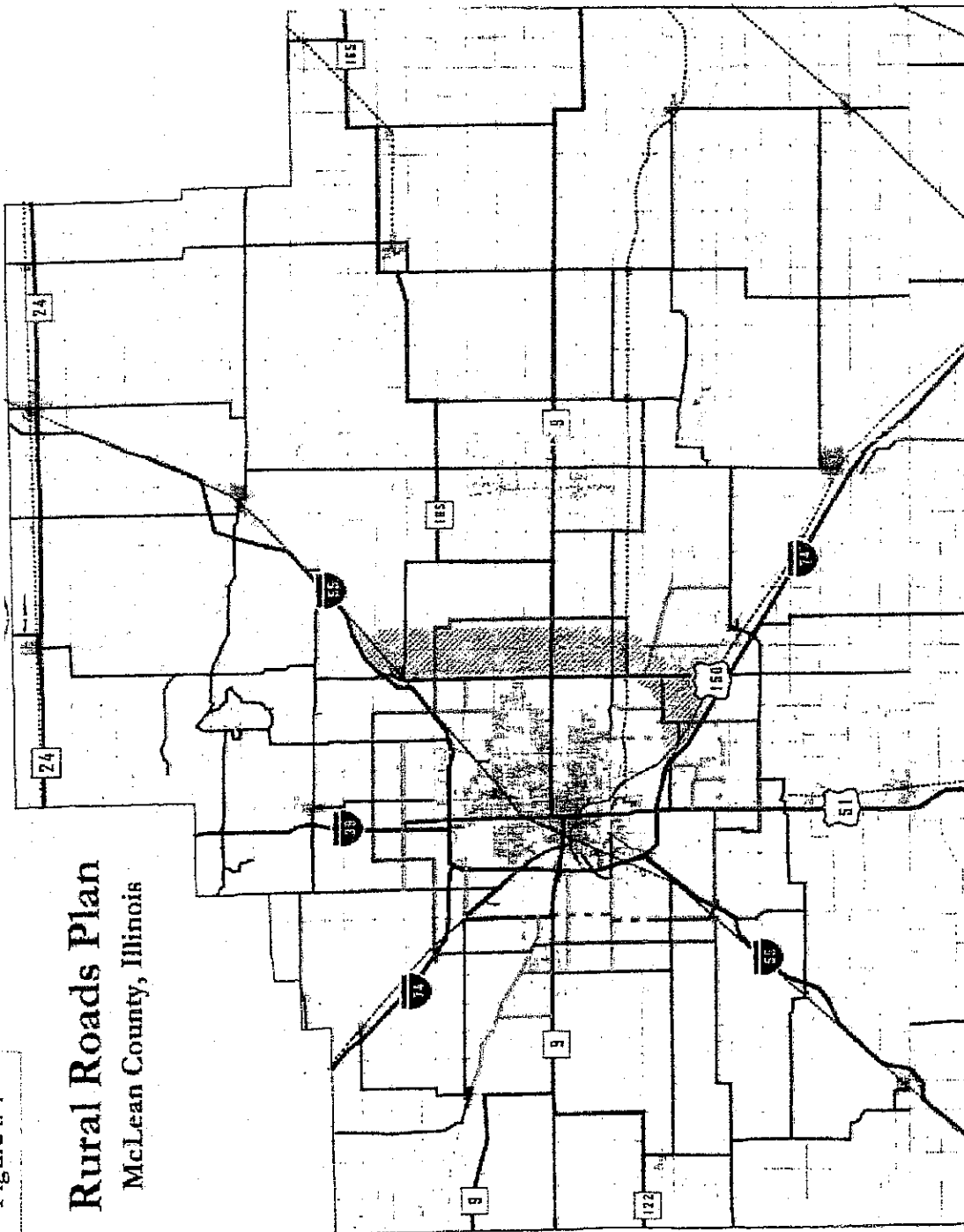
McLean County Comprehensive Plan Approved in 1994



McLean County Comprehensive Plan Approved in 2000

Figure 8-7

Rural Roads Plan McLean County, Illinois



Legend

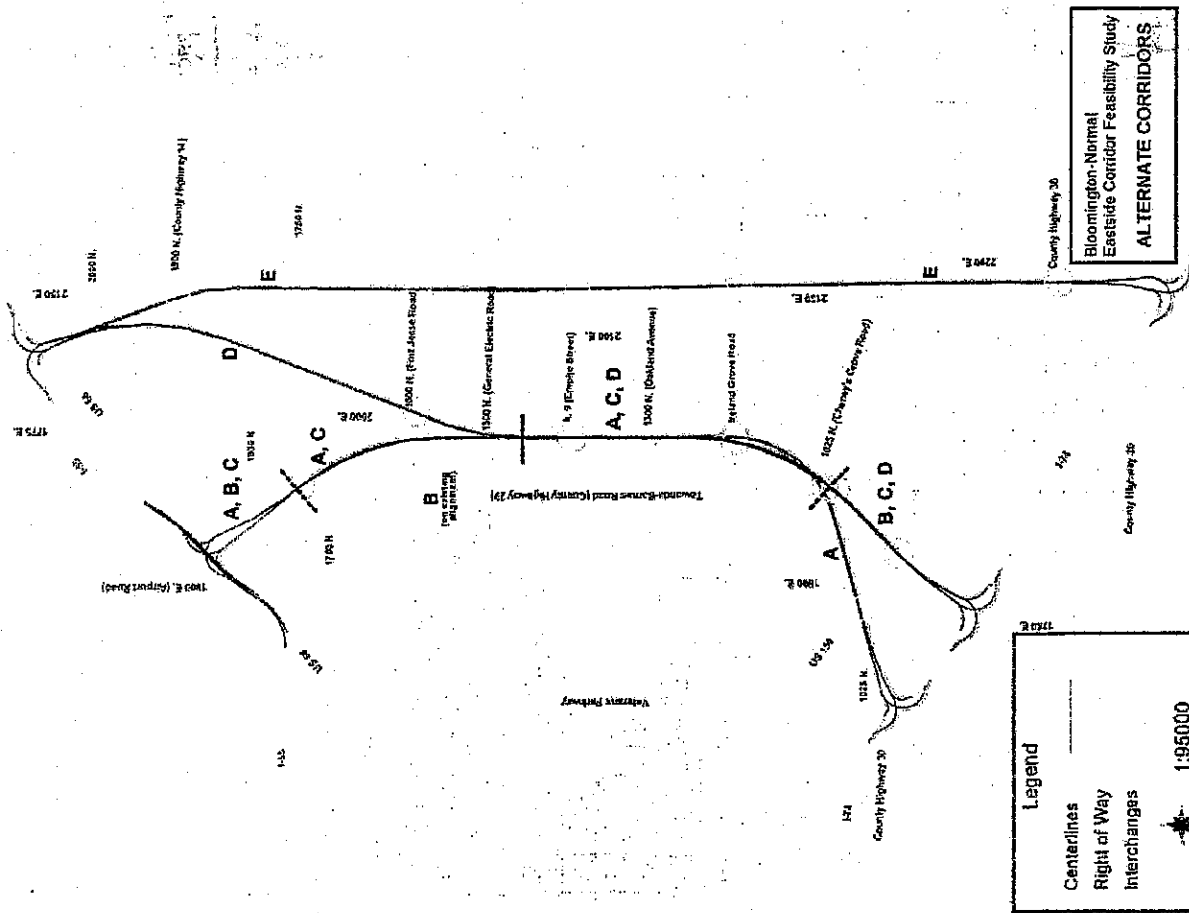
- Existing Local Roads - Local roads serve to collect and deliver traffic between parcels of land and the collector or arterial road system.
- Existing Collector Roads - Collector roads provide traffic movements between local and arterial roads.
- Existing Arterial Roads (Including State and Federal Highways) - Arterial roads are intended to provide for the movement of relatively large volumes of traffic across the community and region.
- Proposed Upgrade to Collector Road
- Proposed Collector Extension
- Proposed Upgrade to Arterial Road
- Proposed Arterial Extension
- Railroads
- East Side Bypass Corridor - A 1.5 mile corridor where a freeway feasibility study has been recommended.
- MPO Planning Urban Area Boundary
- 2025 Urban Area (Local Land Use Plans)

1 0 1 2 3 4 5 Miles

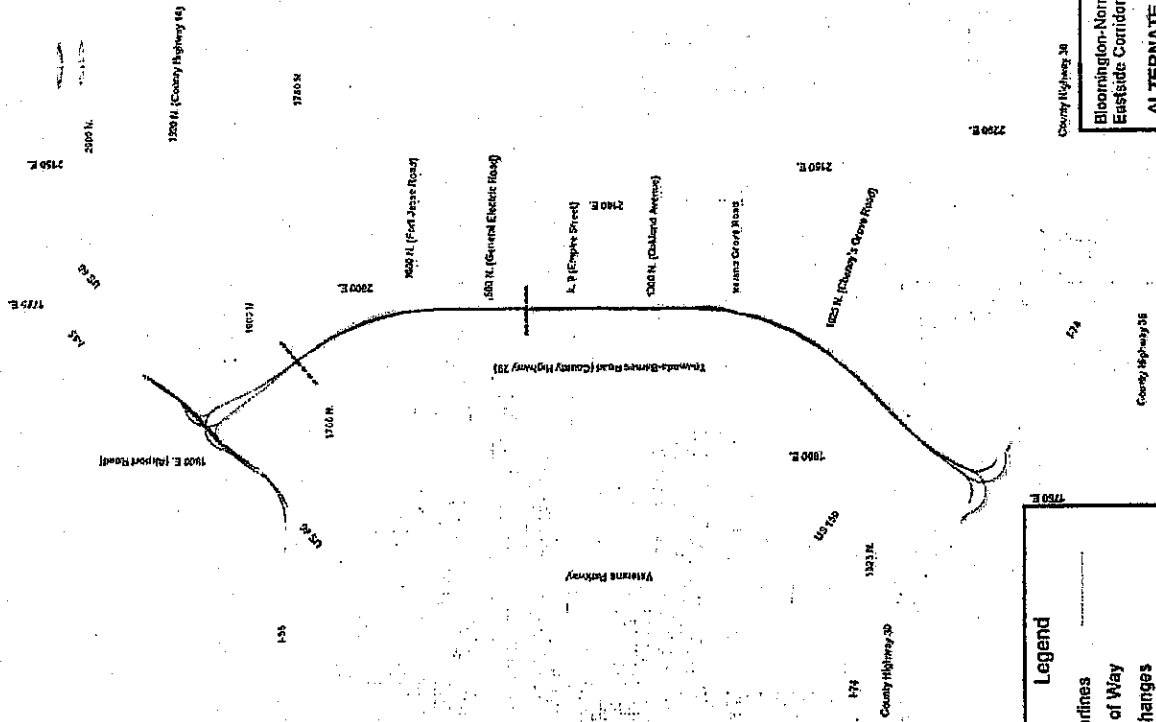
McLean County Regional Planning Commission

Alternate Corridors

- Alternate A -- Far West
- Alternate B -- TSM
- Alternate C -- West
- Alternate D -- West-East
- Alternate E -- East



Alternate C (West)



Remarks

- Best access to growing areas
- Comparable interstate and Veterans Parkway diversion to Alternate D
- Relocation of I-55 Mainline

Advantages

- Best access to major employment centers and Airport
- Greatest relief to most congested segments of Veterans Parkway
- Most adjacent to future growth areas
- No floodplain or stream crossings, and minimal wetlands affected
- Farmland undergoing urban conversion

Disadvantages

- Relocation of I-55 mainline

Legend

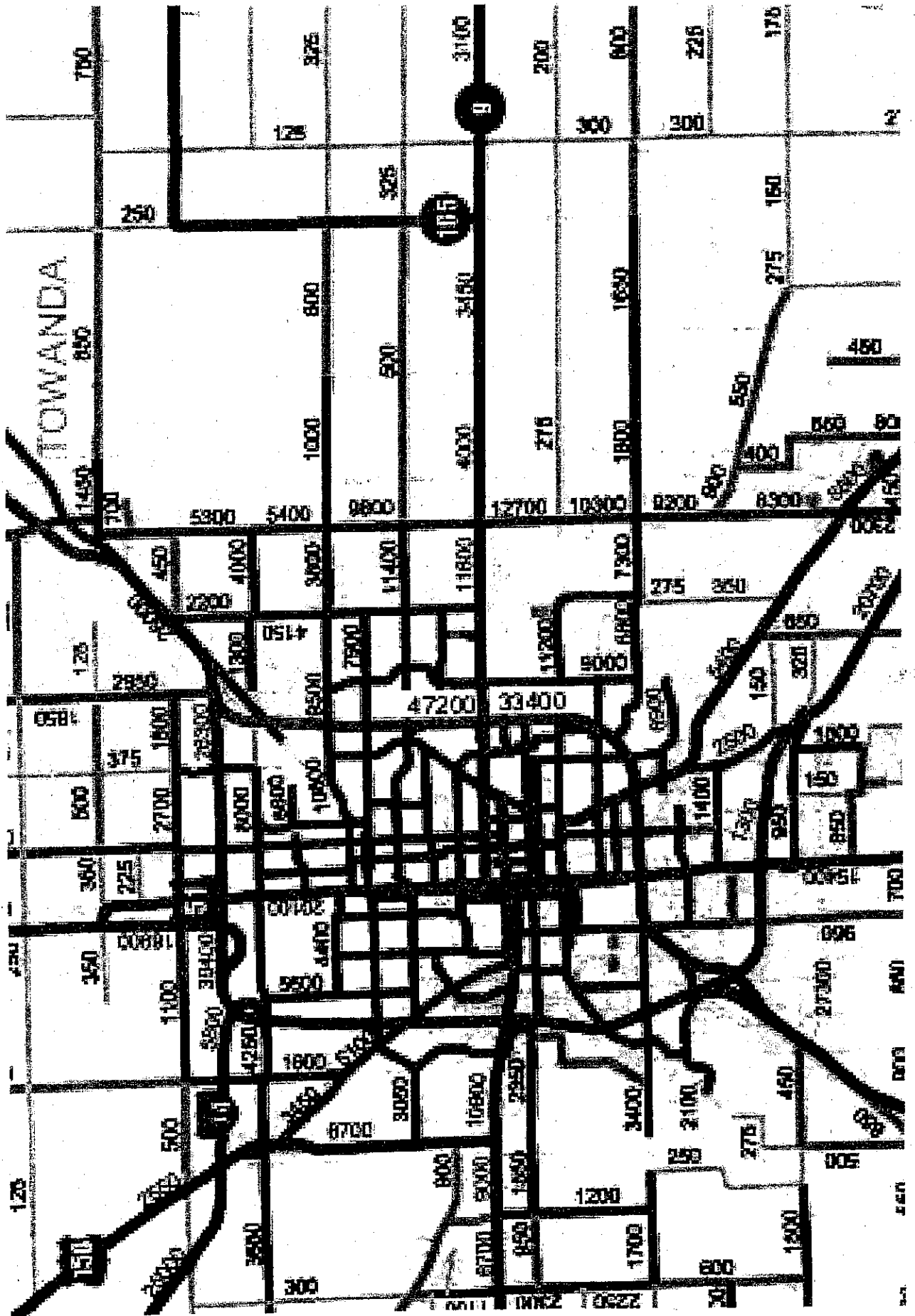
- Centerlines
- Right of Way
- Interchanges

1:95000

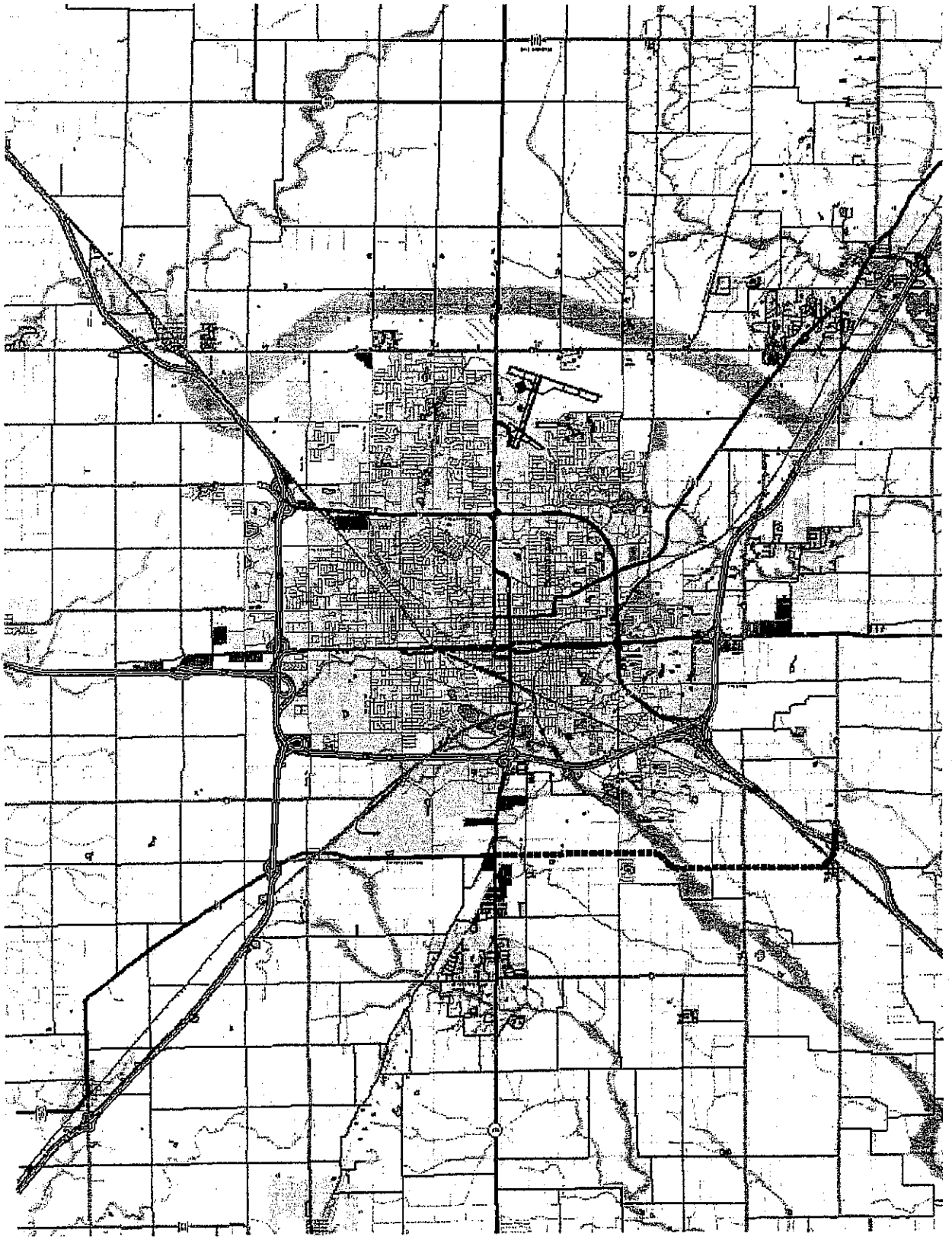
County Highway 36
 County Highway 35E
 County Highway 44

Bloomington-Normal
 Eastside Corridor Feasibility Study
 ALTERNATE CORRIDORS

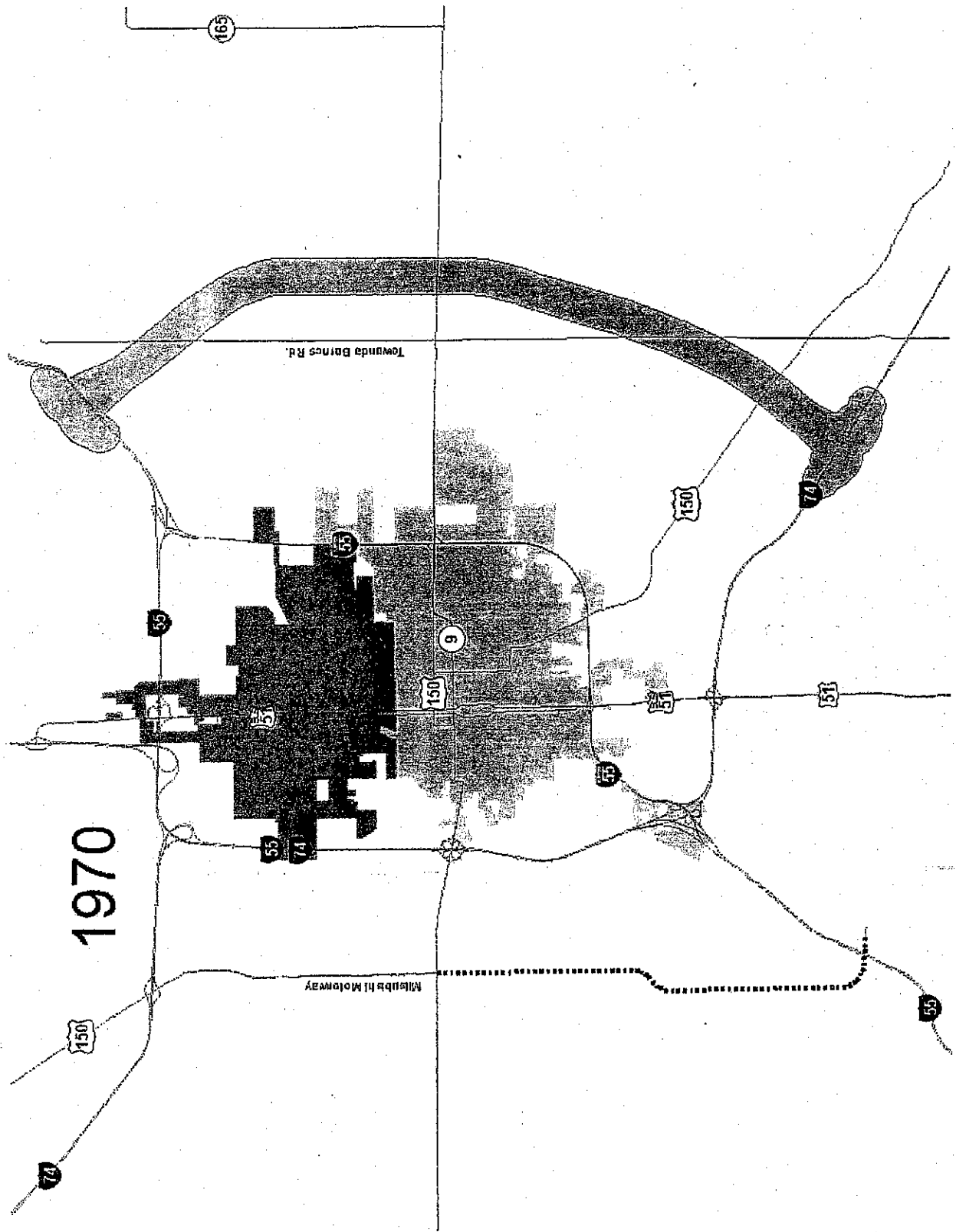
Traffic counts



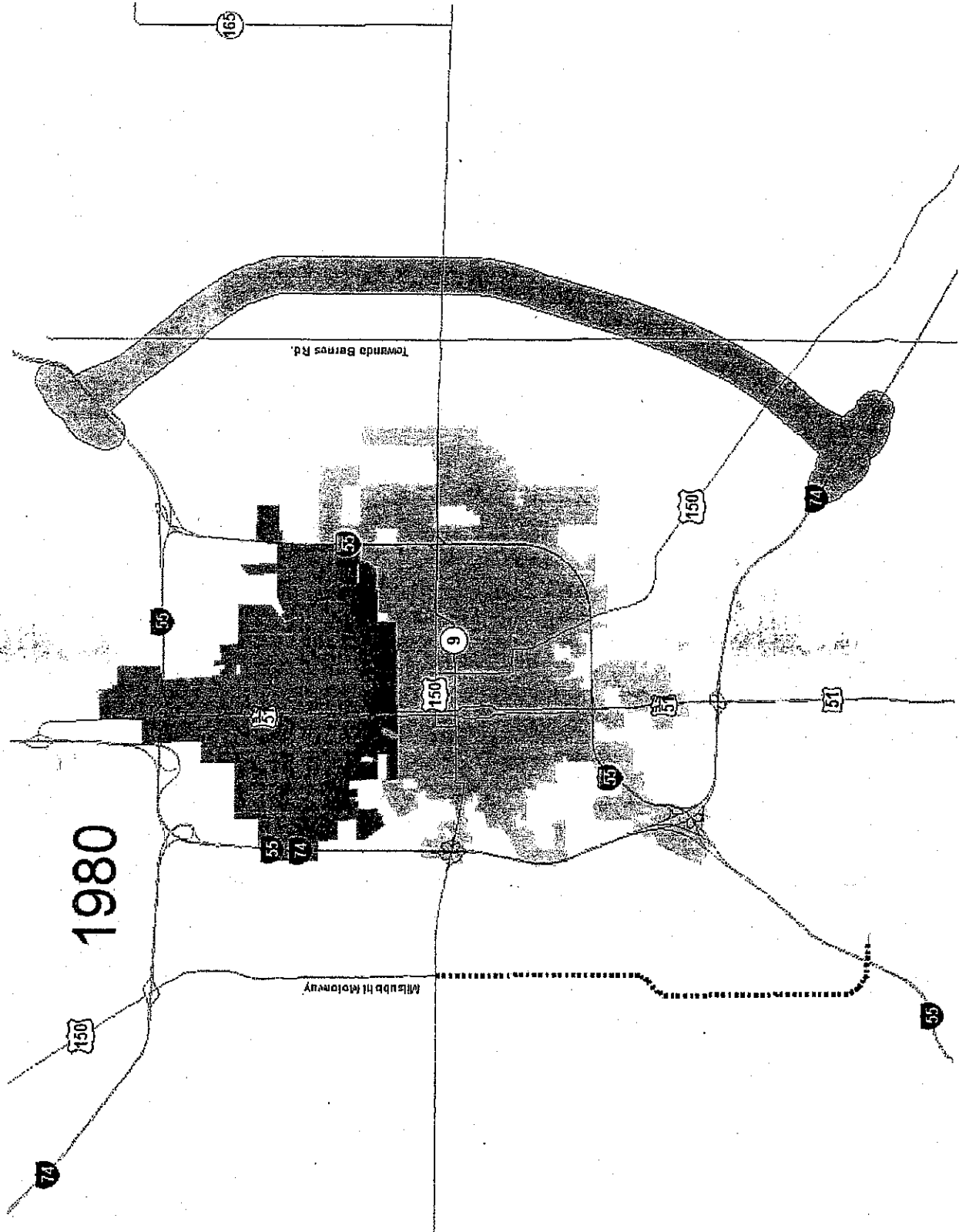
Urban Area Big Picture



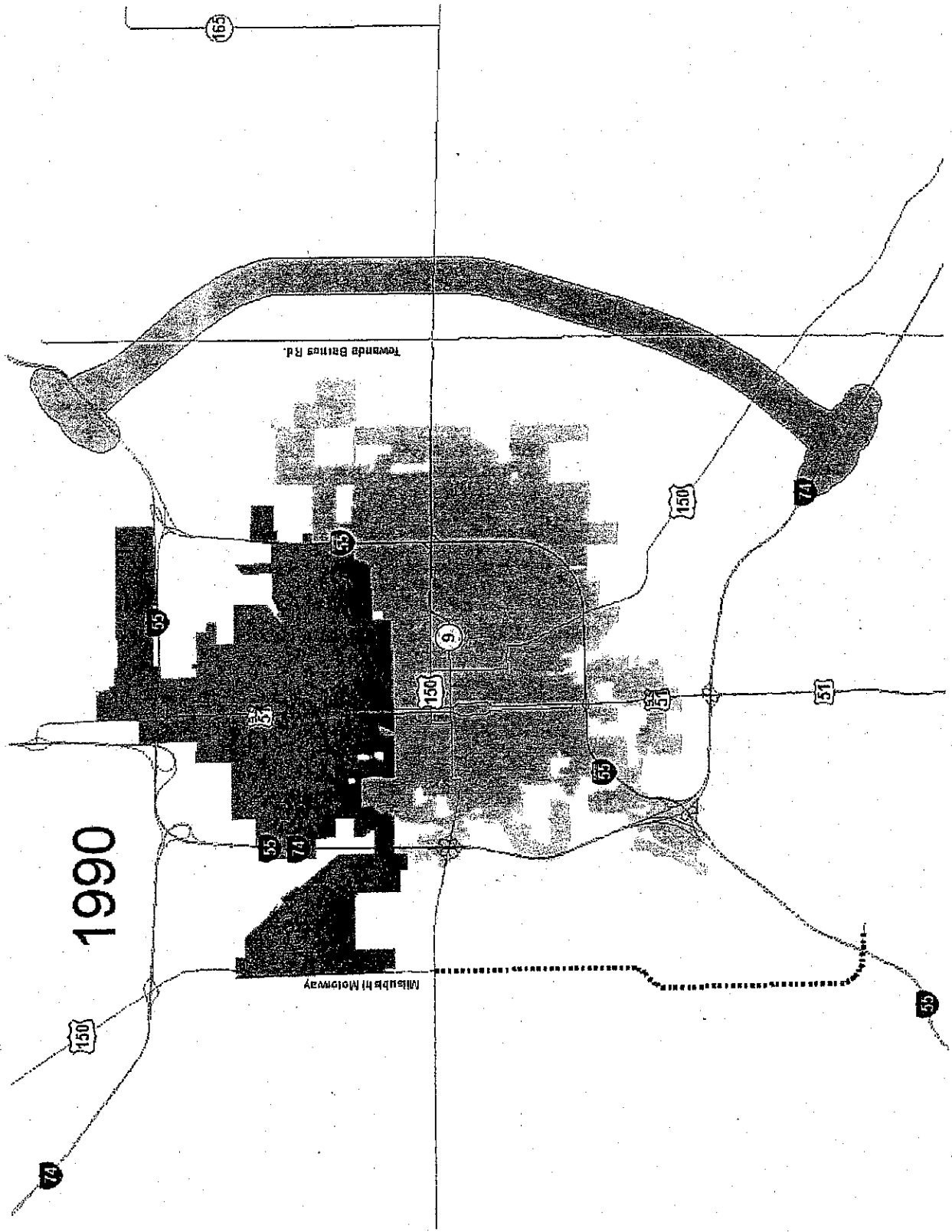
Bloomington/Normal Urban Growth



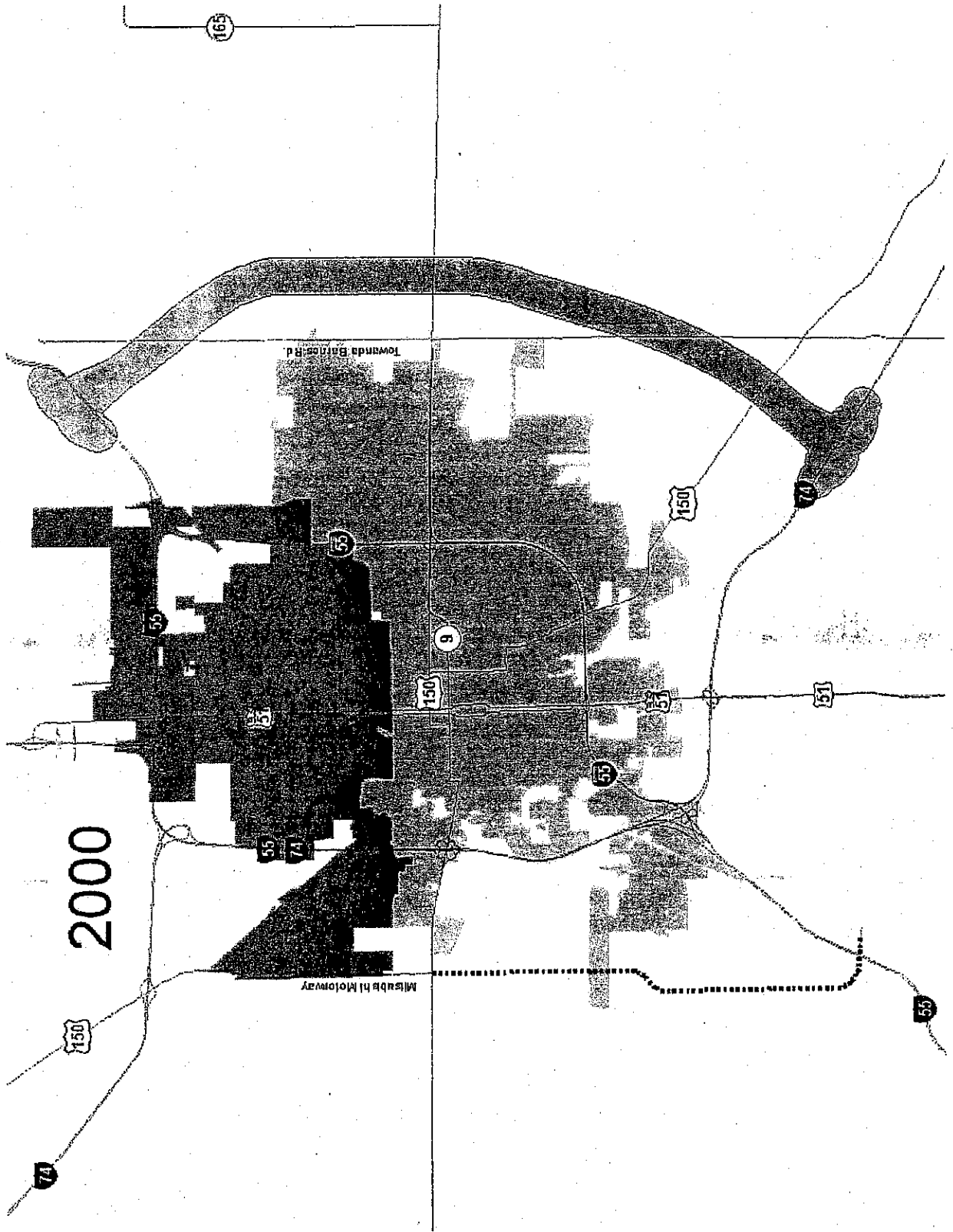
Bloomington/Normal Urban Growth



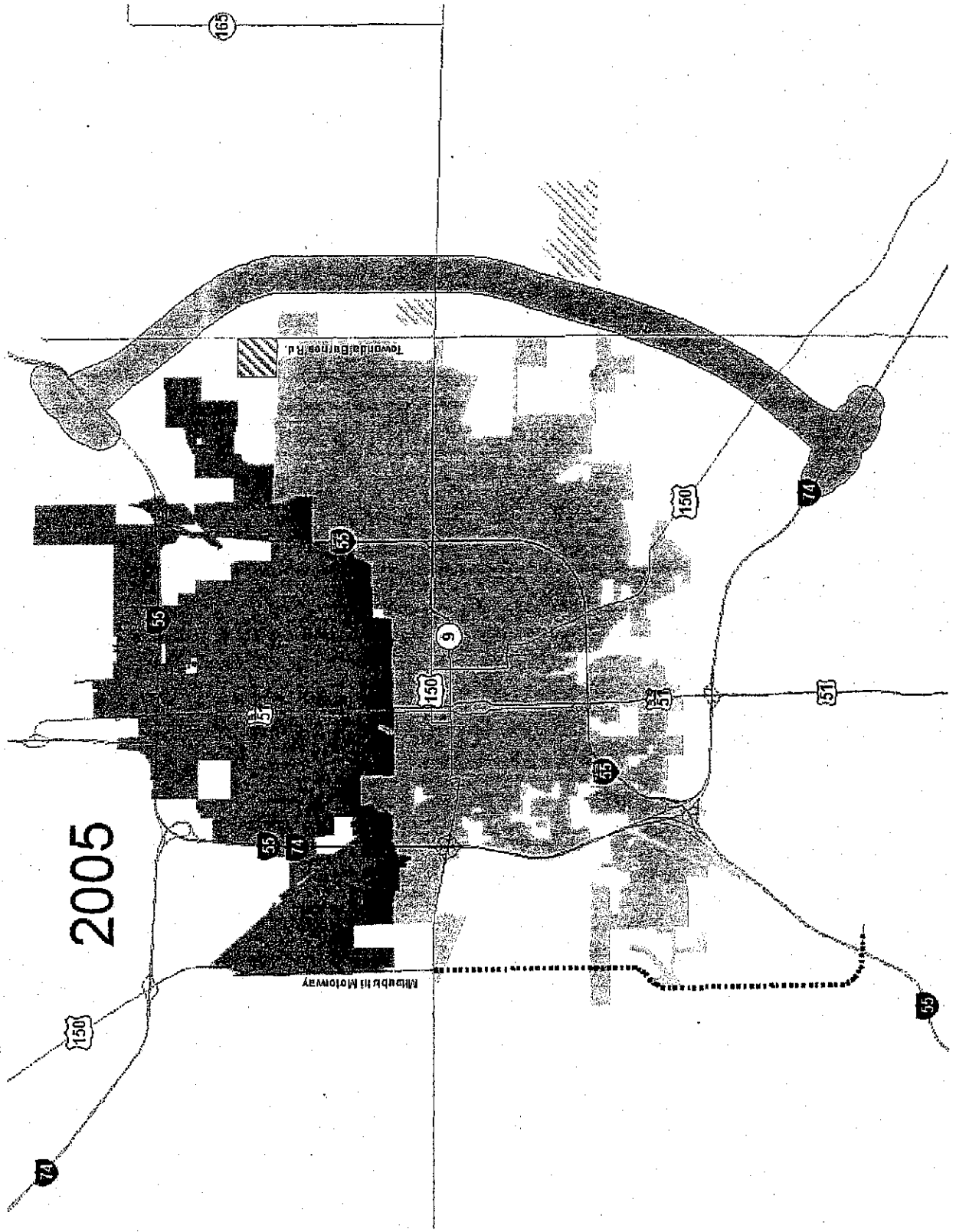
Bloomington/Normal Urban Growth



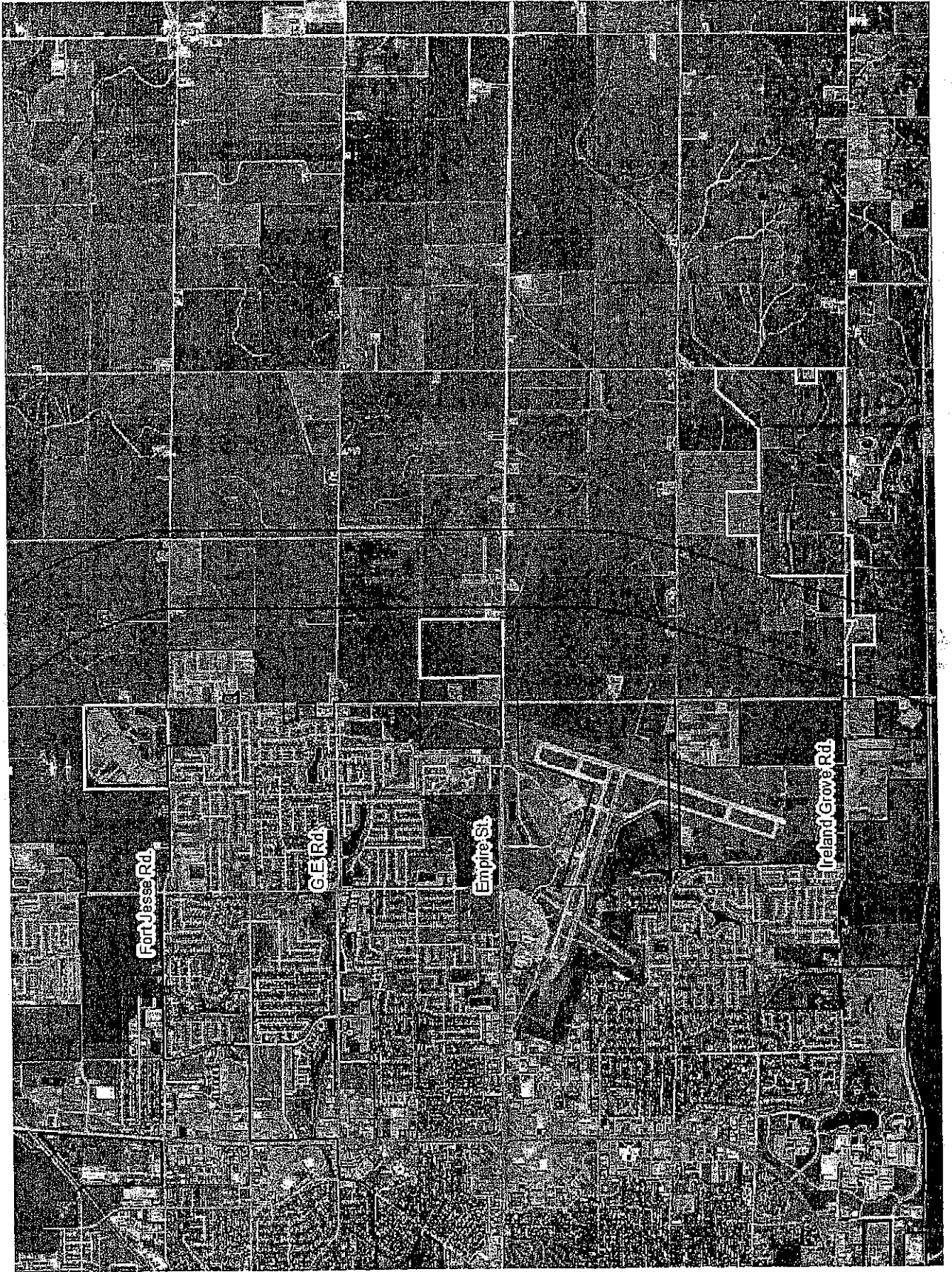
Bloomington/Normal Urban Growth



Bloomington/Normal Urban Growth

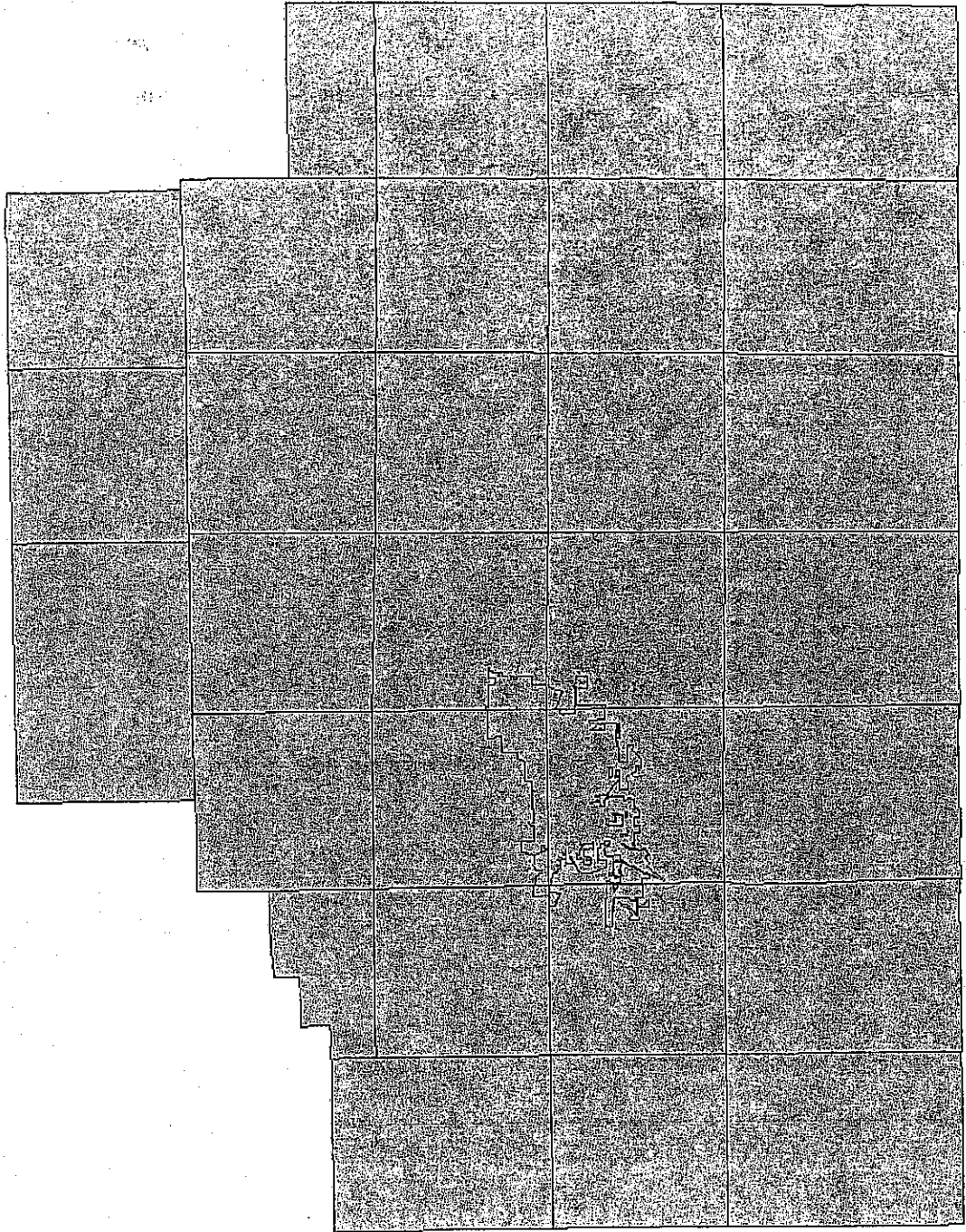


Areas of Development



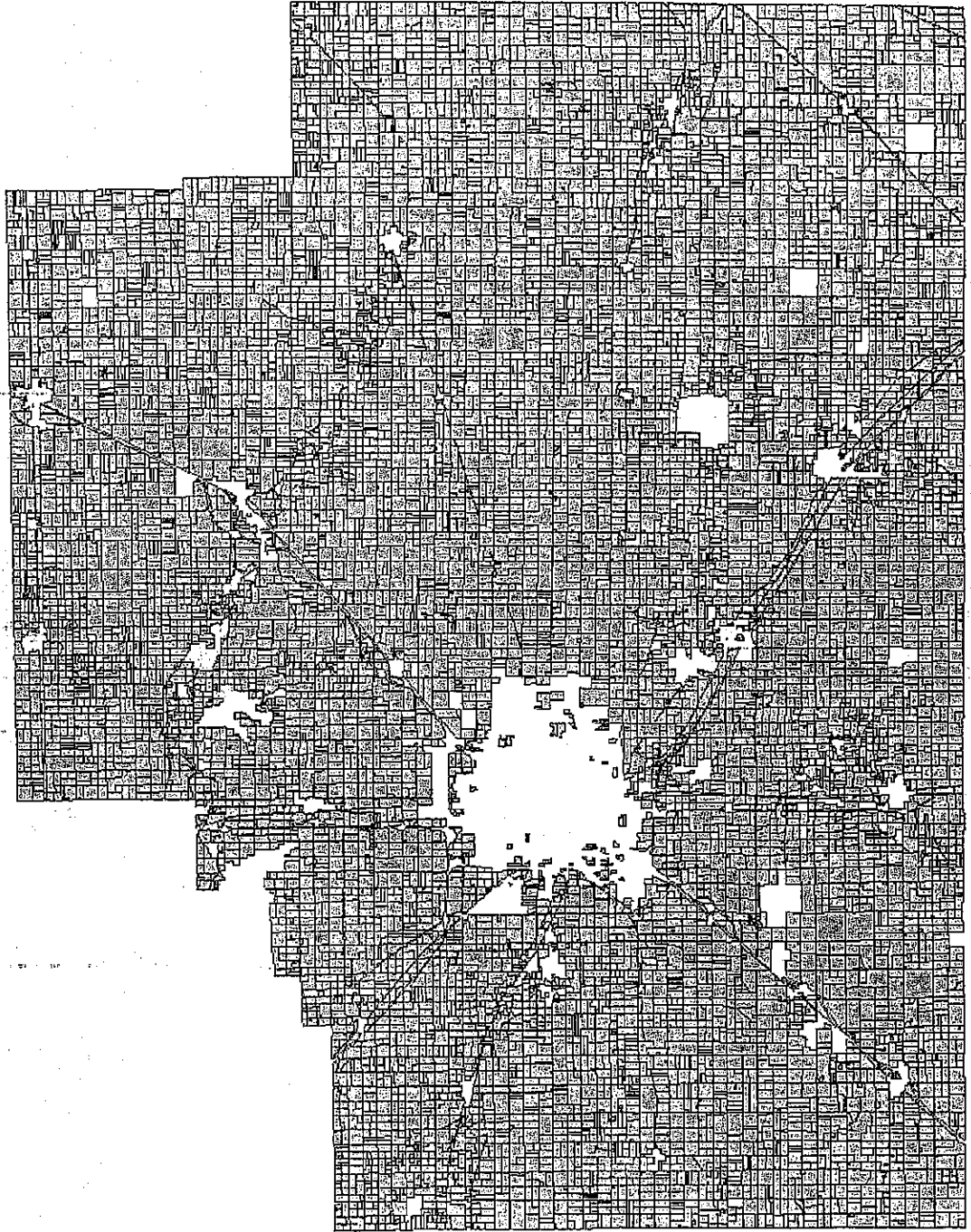
McLean County

1194 Sq. Miles. = 757,760 acres



McLean County Farms

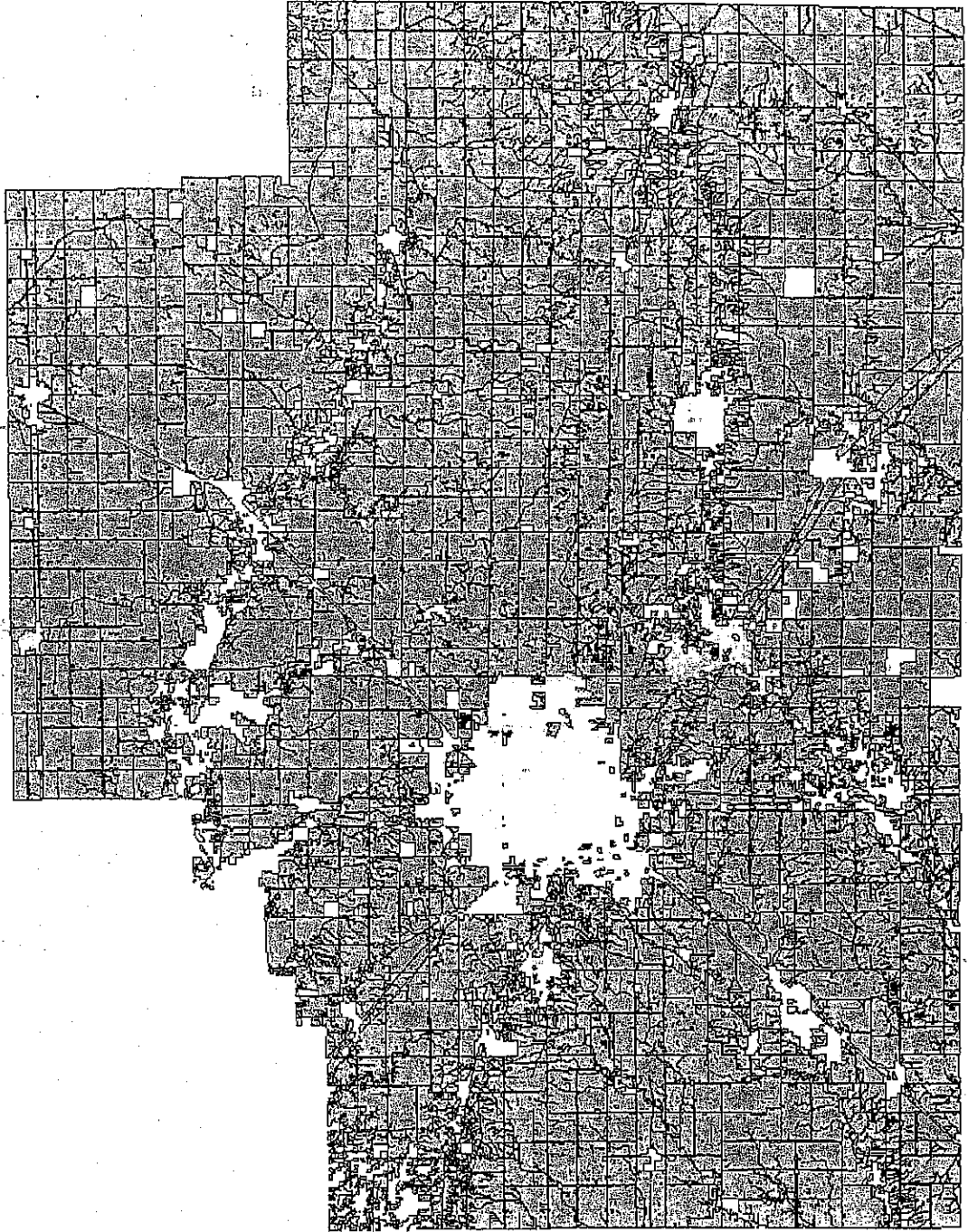
691,908 Acres = 91.3% of total area



McLean County Cropland

623,805 Acres = 82.3% of total area

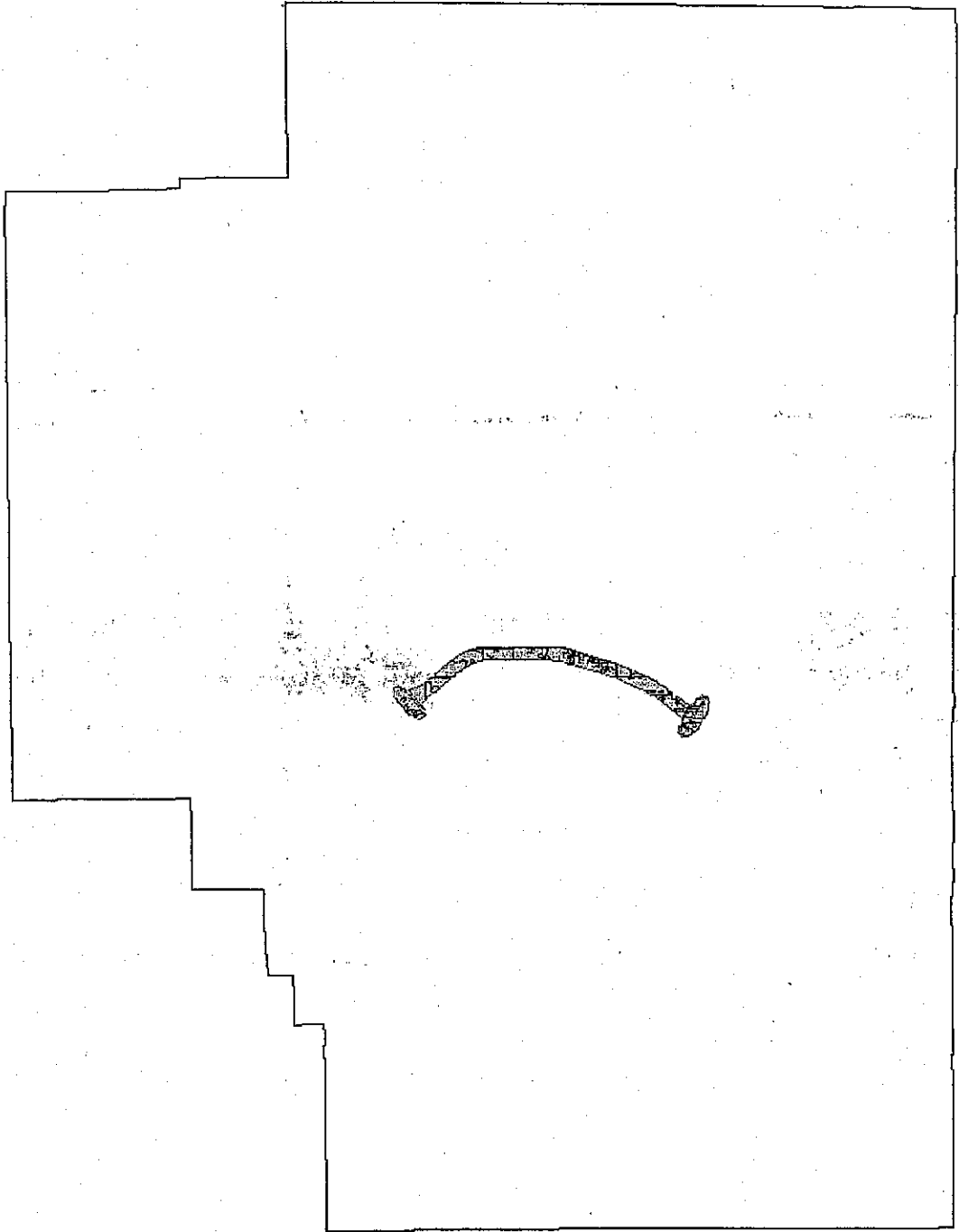
90.2% of farm land



Corridor - Agricultural Property

4,137 acres in the corridor

3,620 Acres of cropland = 0.5% of total farm land



Bloomington/Normal Urban Growth

| Years | Area (acres) | % |
|----------------|--------------|-----------------------------------|
| 1970-1980 | 2,662 | 22.7% |
| 1980-1990 | 4,384 | 30.4% |
| 1990-2000 | 6,279 | 33.4% |
| 2000-2005 | 2,165 | 8.6% |
| 300' Alignment | 960 | 3.5% <i>, 138% of farmland</i> |

Members Bass/O'Connor moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the City of Bloomington, the Town of Normal, and the County of McLean for the East Side Highway Study? Member Bass stated the following: if I receive a second for my motion I will ask the County Administrator briefly to review the proposed intergovernmental agreement. Member Hoselton stated the following: there have been a lot of questions brought up about this and the proposal. The amendment included US 51 in this alignment and, to clarify, our grant does not include that portion of the County. Is that not correct? Chairman Sweeney answered with the following: that is correct. Member Bass asked Mr. Zeunik to go through the entire intergovernmental agreement. Mr. Zeunik stated the following: the Board is being asked to consider an intergovernmental agreement between the City of Bloomington, the Town of Normal, and the County of McLean. This intergovernmental agreement, in effect, accomplishes two things. One, it recognizes the receipt of federal funding which has been awarded to McLean County in the amount of \$800,000 from federal high priority transportation funds and it commits McLean County along with the City of Bloomington and the Town of Normal to provide for the local share of the grant which in this instance is capped at \$100,000 from each of the three local governments. The study that is to be completed is a study for a proposed east-side highway which is referenced on page 137 several times in the "whereas" clauses and is specifically referenced as an alignment study. It is important to note that, because of the commitment of federal dollars to this study, whatever consultant might be retained to complete the study will be required to look at a three mile wide corridor beginning at 1900 East Road which is Towanda-Barnes Road and extending to 2200 East Road. That is a requirement of the grant. This study is, in effect, the next step in a process which began approximately four or five years ago when grant funding from the State was made available to the Regional Planning Commission. The Regional Planning Commission at that time hired a consulting firm out of Indianapolis, Bernadine Lockmiller, to complete a study which was then known as the East-Side Highway Feasibility Study. That study looked at whether or not there was going to be a need for an additional east-side highway and looked at possible alternatives. Again, they did not look at a specific alignment. They looked at five or six different alternatives where that could be located. The purpose of an alignment study now is to look at that three mile wide corridor from 1900 East Road to 2200 East Road beginning at Interstate 55 on the north and extending to Interstate 74 on the south and to determine an appropriate 300 to 350 foot wide alignment corridor that could be a potential location for an east-side highway. The total cost of the study, based on the commitment of federal funding and the local match, is \$1,100,000. The intergovernmental agreement also notes that the County has applied for additional funding from the State of Illinois Tomorrow Grant in the amount of \$150,000. At this time, we do not know whether or not that grant will be received. At this time, I should mention that there is a memo that was included in your packet immediately behind the intergovernmental agreement which was provided to the Transportation Committee. Because the grant has been awarded to McLean County, if the County should decide not to move forward with the intergovernmental agreement, neither

the City nor the Town will be able to move forward with the study. The grant is specifically awarded to McLean County and McLean County is the lead agency in this study. The grant, in the amount of \$800,000, cannot be used for any other alternatives. Some have suggested that the money should be used for improving Towanda-Barnes Road or improvements to the interchanges on Interstate 55 both north and south of Bloomington/Normal. It is very clear and we were advised when we were in Washington that is not possible. If it is not used for the alignment study, the grant cannot be used for any other transportation option or to study another corridor. The other issue that is mention is that this has been a long-term project. This has not been something that has happened within the last year or two. This actually, as I noted in the memo, goes back 15+ years to a tenure of Congressman Tom Ewing when he was working with the County, City, and Town on transportation alternatives for the east side. With that, Mr. Chairman, I would certainly be happy to answer any questions that anybody might have. Chairman Sweeney stated the following: I just want to emphasize, so that everybody is clear, that this corridor that is being set up by this grant money is from Interstate 55 on the north, south to Interstate 74, on the west Towanda-Barnes and, as Mr. Zeunik indicated that is 1900 East Road, and on the east 2200 East Road. That corridor is three miles wide. Now, Member Hoselton, you asked something about going south and going over to Route 51. Member Hoselton stated the following: our financial agreement with the Town of Normal and City of Bloomington is clearly defined in the document as presented, however it doesn't document the County's position regarding handling the grant and I would like that clarified. I think we need an additional agreement to clarify the County's position with the study. The County is the leadership in handling this. All correspondence goes through the County, through John Zeunik's office and Jack Mitchell. It has been stated that the drawing of the bypass as shown is where it is going to stay. The comment was made by Bloomington that where it is shown it will stay. Another thing is that the moratorium is not included. Is that right John? Mr. Zeunik stated that was correct. The Land Use and Development Committee dealt with that in February. Member Hoselton stated the following: I have another question regarding the 2500 foot corridor. Is that a deal that is cast in stone by IDOT or is that something that the consultants came up with? I realize that it is that wide because of housing and the topography but can they restrict that or do they restrict that? Mr. Zeunik stated the following: the 2500 foot corridor I think that you are referring to is the action that was taken by the City of Bloomington and the Town of Normal when they amended their comprehensive plans. The proposed corridor included in their updated comprehensive plan is 2500 foot wide. The goal of the alignment study would be to further reduce a potential alignment for an east-side highway down to 300 to 350 feet, so that you would actually be able to identify the proposed right-of-way where that road would be built. Member Hoselton stated the following: I am really concerned about the fact that the Town of Normal and the City of Bloomington can really outvote us on the location of this bypass. Chairman Sweeney stated that following: I need to interject here. The City of Bloomington and the Town of Normal have nothing to do with this grant. They are not in charge of this. I know that is going to be a surprise and a shock to them but they are not in charge of this. The County is in

charge. This is our grant. Mr. Zeunik has been instructed that he would be the individual in charge of putting this together, getting the staff and the people, the engineers and others to look into this study if we get the money and then they will decide, in that timeframe, where they think the best place to go in this three mile wide area is. Mr. Zeunik stated the following: to follow up on your question, Member Hoselton, the real gist of the intergovernmental agreement is the commitment on the part of the three local governments to move forward with the study and to commit the local match. As far as the designation of the County being the lead agency on the grant, that will follow but it will only follow once the local governments have committed the local match dollars. Then there will be a grant agreement which will be subsequent to this. If in fact the Board decides to move forward with this study and that grant agreement, McLean County will be the lead agency. That was confirmed when the Chairman and I and others were in Washington DC the week before last to meet with individuals about drug court both in meetings with staff in the Speaker's office and in Representative Johnson's office. That was confirmed. Member Hoselton asked the following: are we going to have an opportunity to look at that agreement at that time? Mr. Zeunik stated the following: it would require the Board's approval. This is an agreement that would be entered into with the State of Illinois because the federal money, federal high priority funds, and would basically come to the Illinois Department of Transportation. The funds will be appropriated as a part of the Illinois Department of Transportation's budget and, like any other agreement between the County and the State, it will require approval, not only approval of the Transportation Committee, but because it is an intergovernmental agreement, will require approval by the Executive Committee as well prior to coming to the full Board for approval. Member Hoselton stated the following: I have a comment about Downs. I went to Downs that evening when they had that presentation about the road and the Downs situation is rather unique in the fact that Downs doesn't have any roads involved. It is either the County or the State and, at this state of the contest, this is not being included in this study. Is that true? Mr. Zeunik stated the following: that is correct. That is a totally separate study that was done by the Village of Downs to look at traffic patterns within the community of Downs and adjacent to the community of Downs. That is not a part of what is being discussed this morning. Member Hoselton stated the following: let's hypothesize. If this comes to pass, will we contact the Village of Towanda and the Village of Downs so they are up to date on what is going on? Mr. Zeunik stated the following: there is no intent by this intergovernmental agreement to exclude participation by the local leadership in the Village of Downs or the Village of Towanda. This intergovernmental agreement is an agreement to commit funding and funding in an amount not to exceed \$100,000. It is anticipated that once, if in fact we move forward with the study and the intergovernmental agreement is approved, that once the study begins that representatives from the Village of Downs and the Village of Towanda would be invited to participate in that study and much, like the feasibility study that was done by Bernadine Lockmiller, there will be milestones established that will provide opportunities for public input. The consultants will have information available that they will share with interested members of the public and will entertain comment from the public and from

interested community organizations and associations who would be interested and might be affected by what is being proposed. Member Hoselton stated the following: my interpretation of this is that the Town of Normal and City of Bloomington's bigger problem lies on east-west travel rather than north-south. Currently, we only have Ireland Grove Road and GE Road that are four lanes going east out of the City of Bloomington and Normal has none. Will they include that in that study too or is that just a separate issue? Mr. Zeunik stated the following: that would be something that would have to be looked at separately. The only thing that this study will look at is where appropriate interchanges might be with the east-west roads. In other words, should there be an interchange at Ireland Grove Road? Should there be an interchange at Fort Jesse Road at Route 9? As far as looking at the changes to the east-west roads themselves that would be something that would have to be looked at separately probably by the City and by the Town. Member Hoselton stated the following: is the County going to make the selection of the consultants? Mr. Zeunik stated the following: again, because the grant is awarded to the County once the process is completed, once the grant agreement is approved, we would move forward with contacting qualified firms to do the study and receive proposals from qualified firms. The contract with any firm who is going to do the study, whether it be an engineering firm or consulting firm, that contract would have to be approved by the Transportation Committee as the Oversight Committee and ultimately by the County Board. Member Renner stated the following: I am certainly comforted by the fact that if this is going to be done that it is going to be done at that County level and, frankly, under Mr. Zeunik's stewardship. However, as I mentioned in Executive Committee last week, I am going to vote against this and it is because of the broader issues. I think of the sprawl that we have in our community that we are not coming to grips with and believe there are alternative ways to grow a community. Since we currently are larger, physically, than many of our largest cities, that is the corporate limits of Bloomington and Normal are larger than Washington DC, Baltimore, and other places, there are alternatives to building a continued concrete jungle. One of my concerns is that even though this is money is coming from the federal government, some of the money coming from the State. It is still taxpayers' money and, in addition to that, it would seem to me that we might be better served having a much smaller grant trying to educate our local elected and appointed officials and maybe even some developers, particularly those in a certain rather recalcitrant large city in our County, about the alternatives to sprawl which would include mixed residential and commercial development in the interior renovating existing housing stock, and the design of subdivisions. These are not new battles. Arizona, California, and other places that are growing financially have fought these fights and they have, in many cases, come up with some alternatives. That is the reason why I am going to oppose this. I think that there are more sensible things that we can do in our community and I think we will serve our community better in the 30 to 50 year range if we were to examine these alternatives. Member Rackauskas stated the following: I am concerned about the people that have spoken at several of our meetings, our intergovernmental, and at our Land Use and Development Committee meetings. It seems the concern is they want to know if it is necessary and if there are other

alternatives. What I fear with this study is that this is simply an alignment study, it is not a feasibility study. We are still back to the first step of controversy. I don't know if we are answering the people who we represent. Mr. Zeunik stated the following: the feasibility study was completed. There was a feasibility study completed by Bernadine Lockmiller and the entire purpose of the study was to determine projected traffic counts, to look at what the needs would be, to look at the current east-side arterial streets that are available, and then to identify, as you mentioned, five or six different alternates. Those alternates were included in one of the exhibits that was presented to the joint meeting. They were not looking at specific alignments. They were very broad, wide corridors where possible new transportation roads could be built. Bernadine Lockmiller also looked at the advantages and disadvantages of possibly locating a new road in one of these alternates. As far as the three local governments are concerned, at the engineering level, the public works level, and the planning level, the Bernadine Lockmiller study looked at the specific need and looked at the feasibility of moving forward. The need for an alignment study is simply to be able to identify where the best option for a possible east-side highway is and to let all of the property owners out there as well as the local governments plan for that in the future. It is certainly not something that is going to be built in the next five years, possibly not even in the next ten years, but it is important just as we did with Mitsubishi Motorway, to lay that out so that people know where that might be. It is possible, looking at the alignment study, to also look at the type of road that is to be built, somewhere in that three-mile wide corridor from 1900 East to 2200 East. Rackauskas stated the following: when you say type of road, could you define what you mean? Mr. Zeunik stated the following: we have talked about and have mentioned the possibility of a road being built to an interstate standard. An interstate standard would mean a limited access highway with a defined number of interchanges and with local roads and connections to Interstate 55 and Interstate 74. We have heard comment both from individuals who testified at the County's joint meeting of the Transportation and Land Use and Development Committees and we have even heard comment from Members of the Transportation Committee that they would like to look at something that may not be built to an interstate standard but may be built as a six-lane arterial road, but still would provide access to major east-west arterials in Bloomington/Normal and would still connect to Interstate 55 and Interstate 74. Member Rackauskas asked the following: can this be done under an alignment study and not a feasibility study? Mr. Zeunik stated that it could be done. Member Rackauskas asked the following: when was the feasibility study done? Mr. Zeunik stated the following: 2002 or 2003. Member Harding stated the following: I just want to get some of this straight in my mind and then ask a question. What we are voting on today is the study, to get the information. We are just voting to go ahead to get information. If we don't use this grant money to get this information, that money is gone. My question is if we vote to go ahead with the study and after the study is completed and the recommendations are made, who has the authority to determine at that point if we proceed? Is it the County or does it go back to the Town and the City again for their input? Chairman Sweeney stated the following: this 20 Member Board will make that decision. Member Harding asked the following: what we are voting on today is

simply the study – correct? Chairman Sweeney stated the following: that is correct. Member O'Connor stated the following: if we vote this down today, it is my understanding that the money is gone – correct? Chairman Sweeney stated the following: that is correct. Member O'Connor stated the following: this road isn't going to be built for ten to fifteen years. We are just trying to figure out where it should go. If we vote this down and Bloomington/Normal keeps annexation further and further out, couldn't they just put the road where they please? Chairman Sweeney stated the following: if they have \$250,000,000. Member O'Connor stated the following: they could put a road there. They could go completely around the County if we just ignored this. They could just eventually do what they please. Segobiano stated the following: I know there is a lot more that is going to be said here and there is a lot on our minds and we have questions that have not been answered but during the invocation, we heard the words "voice of democracy" and the only voices we have heard in regards to this issue have come from the land owners out there. They are in total opposition. I am sure that most of us, if not all of us, have been listening to the news this last several years and in particular about the seepage of our rights as American citizens. There is none more precious than to own and maintain your own property. The question I have heard from most of them is who is driving this engine. Who is pushing this project? Why did it just show up on the Land Use and Development Committee agenda one day? Who is driving this engine? We have been on this Board long enough to know that the old saying is once the engine starts downhill, you just don't stop it. I think that is what we are going to do today. We are going to start the engine downhill. I appreciate the fact that we are getting more information here today, that we will be in control if this passes, but I am going to vote against this because I don't want to start the engine downhill. I think those people out there, those people that appeared before the Land Use and Development and Transportation Committees, have exercised their rights as free Americans to voice their concerns about their homesteads. It was just mentioned that the \$800,000 is taxpayers' dollars. The feasibility study in 2002 and 2003 was done through tunnel-vision, in my opinion. When any of us travel through this County, we see there are a lot of congested areas that need desperate attention. Go out to Morrissey Avenue and Veterans Parkway if you want to see some congestion. Go out to Market Street on Route 9 if you want to see some congestion. Why wasn't there a broader study conducted to appease all the taxpayers whose money is involved here? Who is driving this issue? Who can tell us that State Farm came forward and said we need this road out here? Was it State Farm? Was it the developers? Who? Can someone show us the document that says we need that, outside of hiring a consultant to come in and narrowly define an area here in McLean County? As an elected Board, a 20-Member Board, we should do the will of the people and exercise their rights as free government. That is what we are all about, doing the will of the people and the will of the people says they do not want this. Fifteen or twenty years from now, I am sure there will be someone that will go to Springfield and to Washington and say we need some money for a highway but hopefully it would include all of McLean County and not have narrow-vision. I would hope that my colleagues will vote against this. Mr. Zeunik stated the following: in answer to Member Segobiano's question regarding who is driving

this study, recall that after the Bernadine Lockmiller feasibility study was approved, the Transportation Committee recommended approval of one of the alternates in that study. That did not come to the Board because there were some issues that were being raised by the City at that time. In 2004, the three local governments, by adoption of a Resolution which was approved by the City of Bloomington, Town of Normal, and the McLean County Board, all three of us agreed in 2004 that we would continue to study the east-side highway and that we would look for possible alternatives that all three local governments could agree upon. Basically, all three of us agreed to move this forward and to move this forward with looking at the option for additional funding. What drove this, in terms of bringing it to the forefront now, is the fact that the City of Bloomington and Town of Normal recently completed updates of their comprehensive plan and as a part of their comprehensive planning process both the City and the Town recognized the pressures of the development that were occurring on the east side and the fact that those pressures are going to increase as a result of the completion, licensure, and opening of the new Bloomington/Normal Water Reclamation Plant south of Bloomington/Normal. That plant, the capacity that plant, and the long-term plans for that plant will open up what is generally referred to as the Kickapoo Creek Basin for future development. We are already seeing some of that in terms of the development pressure that is being experienced currently by the City of Bloomington. The planning process that was underway with the City and Town, the completion of the second facility by the Bloomington/Normal Water Reclamation District and the Resolution that this body along with the Town and City approved in 2004, all of those together have an impact on why this issue comes back before this Board at this time, why the City considered it and the Town considered it. Member Owens stated the following: I remember back when we first voted on this issue. I was on Transportation Committee at the time and I keep recalling that it was stated several times that this east-side bypass or some type of road around the east-side connecting 74 and 55 would be a very fast way, a better way, for travelers who come down to our airport. Second, we've had talk about if there is any way we can utilize Towanda-Barnes. Is there any way we can do that? Again, this is a study, as Member Harding has stated. It is not saying we are definitely going to go ahead with this. If you vote for this study that doesn't mean you are going to vote for the roads that are proposed. As a 20-Member Board, our job is to get information and John Zeunik and his Administrative staff do a wonderful job of getting us information. If we have any questions they always seem to get us the answers as quickly as possible. This is a study. Just because I support the study doesn't mean when it comes to this that I am going to support the road. Until we get it studied and we get the information, how can we, as 20 elected officials that state to our constituents that we are going to research and look at all the facts, make a decision? We can't make a decision, if we don't study it. The comments were made to wait until the City of Bloomington and Town of Normal do something. They have acted. For us not to act and at least study it, I don't think is correct. I will be supporting this motion and I urge my colleagues, for the sake of studying, to look at this issue, look where the roads are. Please support this study. Member Gordon stated the following: I will try to be brief. I have just a few comments and questions. I had noted in the notations

from Mr. Zeunik to the Members of the Transportation Committee, the memo immediately behind the motion in paragraph 4, the very last comment states that if the County decides not to move forward with this study that it is unlikely that the County will be successful in securing federal funds for any future studies of transportation needs on the east-side. I have questions about what the implications are of that, both for further growth and development on the east-side and for how any study of transportation needs would be undertaken. Regardless of the cost of a road that might be decided upon, it seems to me that the responsibility then would fall exclusively to the County and/or the City of Bloomington and/or the Town of Normal. Basically, not to move forward today is informing the federal government that for the time being and the foreseeable future, we are not going to be interested in securing federal funds because the signal has apparently been given that even if we try we are not going to succeed. There are concerns in that respect. Another point that I wish to make is to simply reinforce what Member Harding referred to. Assuming that we move ahead today and a consultant recommendation is ultimately received, that recommendation would then be subject to the usual path of deliberation, consideration through Board committees, Executive Committee, and then the full Board. Finally, we heard a lot, as we should have, about public input the interest of those affected, presumably on both sides of the issue. Am I correct that as part of the study process over the approximately two year period that public hearings are required in addition to anything we may choose to do in a less formal setting. Mr. Zeunik stated the following: that is also correct. We have a concern about urban sprawl. This is not a local problem. It is a national problem, or a national pattern. Some people don't see it as a problem. Development in a growing community is inevitably going to bring questions about urban sprawls so I have some reservations about what we eventually decide to do as a Board. I also agree with Member Segobiano. The voices we have heard, probably predictable, are those whose interests are most immediately and tangibly affected and those would be the individuals who have the most to lose. Those who have the most to gain may have more vague gains, not the same kinds of focused losses. I am going to be voting for this intergovernmental agreement but in so doing, I would advise those who are in favor of this to get organized. If we don't hear from people on both sides, then no matter how strong the argument is for objective needs, representing the people ultimately will come down to those people best organized who have expressed and articulated their point of view most emphatically. Chairman Sweeney stated the following: there are quite a few people who have not spoken so I am going to give them the floor first and then we will go to others that have spoken earlier. Member Baggett stated the following: I just wanted to address some points that haven't been brought up yet. One is for the basic need, period, not just where we are going to locate it but do we even need a road going around there. When talking about this we have tried to avoid the word bypass, but if it goes around the edge of the City and it connects from one highway to the other highway, then it is a bypass. The purpose of a bypass is to carry traffic around the city. It is being sold to us by making the arguments of how this is going to serve the community and that the State Farm employees will use it. Well, they fan out there to go home and they are still going to fan out. Very few of those would get

any benefit from this highway. The commercial corridor, the people going there to shop, are still going to go there to shop. The stores will be on Veterans. There is not enough traffic to the airport for that to make a difference and the subdivisions that will be out there in the future, those people are going to want to go in and out of the city, not around the city. All these arguments for the utility of this road don't really hold up under scrutiny. Now, this would provide jobs and incomes to the community, something that hasn't been stated. It would probably provide some relief to the Market Street exchanges because we would have traffic going around the other side of the city instead of just the west side. But the question is, do we want to flatten ten's of thousands of acres and peoples' homes to do something like that? The second issue that I have seen is we have a perception problem at this point. A lot of people in the community think that the alignment study is just to put political cover on something that has already been decided. This may not be true but we have to consider how that appears because of the other considerations. There have been accusations that some of the meetings were not accurately posted. They weren't notified. I have gotten e-mails on that. We did change location during the Transportation Committee meeting when we voted on this before. It had nothing to do with what was going on with this bypass but it created perception that we were trying to deceive or finagle the public. We had a special meeting because it was not brought up in the regular meeting to vote on this. Once again, this was not any plan but it creates the perception that perhaps we are trying to get around the public will by doing that. Even today, the fact that we are discussing it and the weather is so bad and there are a lot of people who might have attended otherwise but can't get here adds to that perception as well. Then there is notification about people who want to testify. Now true, they have already testified on that and they probably don't have anything to add but once again it adds to this perception. I am really bothered by the fact we are generating this kind of perception here that we're trying to get around on this somehow. Those are the two points that I wanted to bring up. Chairman Sweeney stated the following: you mentioned meeting notices. Because you mentioned it, I need to turn this over to Eric Ruud. Mr. Ruud stated the following: I just wanted to clarify the issue. I have also heard from others that there was a concern that one of the committees that conducted a public hearing failed to post the meeting notice or the agenda on the County's website and that for some reason that made it an illegal meeting. That is not true. Under Section 2.2 of the Illinois Open Meetings Act, a public body that maintains a website and has a full time staff to do so, which we have, requires that notice of meetings be posted on that website but only for the governing body itself, not Committees. Even if Committee agenda postings on the web were required, the last sentence of that statute clearly indicates that any failure by the public body to post on their website shall not invalidate any meeting or actions taken at that meeting. For the sake of clarity, I thought I would pass that along. Thank you. Member Moss stated the following: I have a couple of questions before I make a statement and Mr. Zeunik I think you can address these. How do we know the study is going to cost approximately 1.3 million dollars? Mr. Zeunik stated the following: that is based on estimates that have been prepared by the engineers for the City, the Town, and the County based on their experience working with consultants and looking at similar types of projects, similar types of

work. At this point it is an estimate. If in fact this agreement is approved and we move forward, when the request for proposals are prepared, sent out and are received, we could find that the cost is more than that or we may find out that the cost is less than that. At this point, it is a professional's estimate of what the anticipated cost will be for this type of study. Member Moss asked the following: if the cost turns out to be more than that, say for example \$1.7 million, who makes up the difference. Mr. Zeunik stated the following: that would be a decision that would have to come back to the three local governments in terms of whether or not the local governments were prepared to commit additional local funds. If not, we would have to go back to the consultants and revise the scope of the study, look at whether or not there are tasks that they have proposed to do that could be deleted or narrowed down to reduce the expense. Member Moss stated the following: do we have any guarantees at this point that we are going to get this Illinois Tomorrow Grant? Mr. Zeunik stated the following: no sir, not the grant that the County has applied for. We have not heard anything yet as to whether or not we are going to receive that funding, how likely it is that we would receive that funding, or when we might know. Member Moss asked the following: if we don't get the grant, who makes up the difference? Mr. Zeunik stated the following: well, if we don't get the grant then what we are looking at is \$1.1 million. We are looking at an \$800,000 federal commitment and \$100,000 local match from the City, Town, and County. If we don't get it then basically what the staff has to work with is the funding that is available, namely the commitment of the \$100,000 local match from the three local governments and the \$800,000 federal high priority funds. We would not have that additional \$150,000 to look at. That would not be a part of the design of the request for proposal. That would not be a part of the consideration of reviewing the proposals that come in. Member Moss stated the following: so we would have to go back to the consultant and say we don't have enough money to pay you, do something less than what we ask for. Mr. Zeunik stated the following: depending on what action is taken this morning, as we go forward we will design and write an RFP that addresses those issues and the scope of work, and the work plan will be based on the commitment of dollars that are available at the time that we are prepared to move forward with the request for proposal. Again, we still need to have the grant come back through the Transportation Committee, Executive Committee, and the County Board and then once that is done then we can talk about preparing an RFP and defining the scope of work to be completed. Chairman Sweeney stated the following: I think maybe I understand your confusion. You are thinking of the \$150,000 from the State of Illinois is going to supplement our \$100,000 – is that correct? Our \$100,000 is in the budget currently for 2006 so that is separate. If we get the grant, which we may not get, we are looking, from the County's standpoint, at \$250,000. Member Moss stated the following: with the state of finances in Springfield, I am not too hopeful. Will the consultant be instructed to study the corridors that were put forth in the Bernadine Lockmiller study and give us a 300 foot corridor within one of those or will they be looking at the entire lay of the land and picking what they think is best? Mr. Zeunik stated the following: both. They are going to look at, as any good consultant would, the body of work that has already been completed to date but their task, under the grant, is to identify the most appropriate 300 to 350

foot alignment for a proposed east-side road. It may or may not be where Bernadine Lockmiller identified five or six alternatives or it may very well be a further delineation and refinement of one of the alternatives that was proposed in that study. Member Moss stated the following: I have lots of concerns about this project. Just the fact that I am being asked to approve an agreement with two other governmental entities with wording that states that the cost is going to be approximately \$1.3 million and that we have applied for \$150,000 grant and we don't know if we are going to get it, that is reason enough for me to vote against this, which I intend to do. I am also not convinced, never have been convinced, that an interstate standard corridor on the east side of Bloomington is the solution to occasional congestion problems on that side of town. So I am intending to vote against this proposal today. Member Selzer stated the following: I think perception is an issue, as Member Baggett said, but I think we need to look at our own perception. I am almost somewhat embarrassed, and I am sorry if I sound strong, but has anybody read the packet? Do you know how many times this body has voted on this? If there is anything under the table it has to be some of our own perception for not reading and voting as we have since 1994. This is not a secret. This County just paid \$45,000 an acre to finish some right-of-way acquisition along the Towanda-Barnes Road because we didn't do it 20 years ago. I am not saying we should build a road. No one is saying it is going to be an interstate. No one is saying it is going to be anything. Do we need an easy access road like a Veterans Parkway? Do we need an interstate? Nobody knows that answer. This is an alignment study. The whole purpose of this is to protect those land owners that are out there. The home-rule community's zoning reaches out a mile and a half from their corporate limits. Not acting on this is absolutely doing a very poor job for the people of the County. We are their only protection. Mr. Dick's testimony on page 13 says the County has a very restrictive regulation as far as developing in the agricultural district. It has done a wonderful job in curbing sprawl. The cities haven't. They are in the business of sprawl. Our only hope is to align a road that's not within their limits so there is control. The County has property and I wouldn't want to build a new Transportation Department without knowing there is going to be a highway going through the middle of it. It is a study that is going to tell people at some point, a week from now, or a hundred years from now, if a road is built out here whether it is a four-lane road or an interstate this is the place it is going to be. That's what this is about. We are doing a disservice by not telling people where it's going to be. People are worried about their land values. They are worried about all of this. I talked to a homeowner who thinks it is going to be payday if it comes through their property. We all hear stuff and we talk stuff but we need to deal with facts. That's what this is about, aligning an area where some kind of a road may be. That's it. I just think we are doing our citizens a disservice because the home-rule communities will be able to do anything they want within their mile and a half. They are doing it today. People need to be aware of that. I plan on supporting this fully. Member Berglund stated the following: Member Selzer said a lot that I was going to say but we are talking about that bypass connecting Interstate 55 and Interstate 74. I have talked with many people and they think a lot of businesses are going to go out there and people are going to be selling their land for a lot more than they would if they

didn't go out there. I am going to vote for this and I think it would be a mistake if we didn't make a decision today. Member Dean stated the following: I am going to vote in favor of this too. I have been troubled by this issue a lot and I have a lot of respect for the people that have contacted me that are going to be impacted by it. I think we need to have some vision. We need to take a look down the road. This is a long term study and we need to study it. Was the Bernadine Lockmiller study endorsed by any groups? I know the Transportation Committee voted yes. How did the City and Town handle that? Mr. Zeunik stated the following: the Transportation Committee, as you mentioned, voted in favor of what was referred to in the Bernadine Lockmiller study as Alternate C, and endorsed that as the corridor. Final action was not taken by this Board, nor was final action taken by the Town of Normal or City of Bloomington. At the time, we did not know, at the staff level, what the hesitation was on the part of the City of Bloomington, why they were reluctant to bring that to a final decision. Over time, what we learned was that there was a large subdivision which was being considered at the staff level by the City of Bloomington right in the middle of Alternate C. Because the City staff was in negotiations with the developers at the time, they were reluctant to move forward on that endorsement until after they had concluded whether or not that subdivision development was in fact going to go forward. That is what initially was referred to as the East Lakes Subdivision on East Ireland Grove Road. I think it now has a different name but it is a very large subdivision which the City has approved and added. Member Dean stated the following: I would like to point out that the way we handle this is going to impact my district a lot, so I am very interested in this issue. I am very interested in a less evasive highway out there than what is currently proposed in the corridor. Member Cavallini stated the following: I think there are a couple of issues here. First is the concept of the study which I approved a number of years ago when I first was appointed to the Transportation Committee. I don't think you'd lose anything by conducting a study. The second issue however is this whole concept of the intergovernmental agreement. I was pleased to see that Bloomington did sign this agreement as the Transportation Committee requested because we certainly didn't know what they were doing earlier, but it goes beyond signing that agreement. We have had other intergovernmental agreements and the one I think most of us can relate to is MetCom. I really believe that this motion that we have on the floor, unless we get together as Bloomington, Normal, and the County, we are heading for another implosion like we had with MetCom. I would like to avoid that. Members Cavallini/Hoselton proposed an amendment to the motion on the floor: that the acceptance of the intergovernmental agreement is contingent upon a joint meeting for April to be held here at the Government Center or other public facility upon the invitation of the County Board to the elected members of Bloomington and Normal City Councils to discuss and develop a written proposal setting forth the parameters of the east/west highway study. Chairman Sweeney stated the following: the only discussion now will be regarding the motion made by Member Cavallini. Member Owens stated the following: I was assuming that within the study and the hearings that we would be discussing and meeting with Bloomington and Normal. Was I assuming wrong? Mr. Zeunik stated the following: once the study is undertaken there will be opportunities during the

course of the study for public input and comment. That would include, as it has in the past, the possibility of the consultant presenting a report to the three local governments at a joint meeting. That's a common practice when we get to a milestone rather than have the consultant present three reports we host a joint meeting and they present a report at that time. That is not, as I understand it, the motion that Member Cavallini has proposed. Member Cavallini's motion is distinctly different from that. But you are correct in your assumption that during the course of the study, as a part of the progress reported to the three local governments, there will be opportunities for joint meetings and there will be opportunities for members of all the local governing bodies to ask questions at the same time and to hear the same responses. Member Owens stated the following: I will vote against the Cavallini amendment. Member Berglund stated the following: to me that is total distrust. Hasn't Bloomington only pulled out of one intergovernmental agreement with us? We need to trust and have faith in them. It doesn't make sense to mistrust them in the beginning. Why have any intergovernmental agreements if we are not going to trust them? Member Selzer stated the following: I agree with Member Berglund. It was only one intergovernmental agreement that I know of and we have hundreds in place that continue to operate on a daily basis. I just want to clarify what Member Cavallini is asking because when I read that resolution for the intergovernmental agreement I thought the parameters were well stated as to where the study area was and that it was for a major road. It doesn't specifically state interstate quality or bypass quality but it outlines the timeline so it has the who, what, where, when, how, and why. Quite honestly, if it becomes political then how are you going to vote on that? I want to stay outside the mile and half reach of the City and the Town. I like the way it is and I thought the federal government was dictating the parameters, not us. Is that true? Chairman Sweeney stated that was correct. Member Selzer stated the following: all we are going to do is accept the grant based on the parameters outlined. Chairman Sweeney stated the following: I know that a lot of you all have your hands raised but I think that we need to turn this over to Mr. Zeunik because of the way that Member Cavallini set this. I don't know if it is a supplemental or what you are really trying to determine here. Mr. Zeunik stated the following: if Member Cavallini's amendment is approved this morning, it is specifically contingent on a joint meeting to be held in April. As stated, it is unlikely that a joint meeting could be held in April. The reason for that is that if you amend this agreement this morning, the amended agreement would have to go back to the City Council and the Town Council for approval. The soonest the City or the Town could act would be in April, probably at their second meetings in April at the earliest. The direction to have a joint meeting is contingent on both the Councils accepting the agreement with the amendment. If they were not to accept the amendment then there would not be a joint meeting and we would not have an intergovernmental agreement at that time. We would have an agreement that was only approved by the City and the Town and then it would have to come back to the County and the County would have to decide at that time what they were going to do. It would be more realistic, in terms of a time frame, to be looking at May as the earliest, assuming there was concurrence from both the City and the Town to do some sort of joint meeting. Member O'Connor

stated the following: I find the amendment somewhat reactive rather than the study which is a proactive answer to questions that we have; whether we need this; where it may possibly be, etc. I would like to see us proceed in a proactive rather than a reactive manner. Member Moss stated the following: I hope this is the proper time to say this and if it is not then Mr. Chairman I apologize but I just wanted to address a comment that was made a few minutes ago. It seems to be forgotten whenever this Bloomington bashing occurs regarding MetCom that there was a clause in the intergovernmental agreement that allowed any of the parties to withdraw. The City of Bloomington took up that opportunity, based on the clause in the agreement, to withdraw and gave proper notice. It seems to be forgotten when it is brought up that when Bloomington pulled out it was perfectly within their rights to do so following the wording in the agreement. Chairman Sweeney stated the following: you are absolutely correct. There is no question about it. We have many intergovernmental agreements that are written the same way. Does this Board then look at all of those and decide if indeed there is something that has been put together that we are not in favor of? Member Moss stated the following: I will just point out that there is such a clause in this agreement as well – that any of the parties can withdraw. Member Renner stated the following: what I like about this agreement is that it ensures that we are large and in charge. I think the amendment might be like training wheels on a tricycle. If we can, in effect, determine this and take the lead, then I think we need to let Mr. Zeunik go forward with it and I think we should be the leaders. I think to some degree I am seeing a little bit of both, consistent with what Member O'Connor, said so although I will vote against the agreement I will also vote against this particular amendment. Why bring Bloomington/Normal into it one more time at this point if we are going to be the lead people in the County. As Member Selzer suggested, we are more likely to put the brakes on sprawl than either Bloomington or Normal. Chairman Sweeney stated the following: so you are in support of Mr. Zeunik being in charge but you are not going to support this agreement. Member Renner stated the following: I want Mr. Zeunik to be in charge. Chairman Sweeney stated the following: well I think we all agree to that. Member Bostic stated the following: I think we are wandering from the field. I think we need to deal with Member Cavallini's motion and move on. We need to stay on subject. Member Rackauskas stated the following: what is the purpose of the amendment and what do you hope to attain by it. Member Cavallini stated the following: my purpose is to avoid a future situation that we experienced early with regard to MetCom. I want this intergovernmental agreement to work and I think we need to deal with the issues now rather than later on when we still have problems and then someone decides to pull the plug on the thing. I think we are going to be in a lot better shape if we can come together, bring our minds together, and collectively discuss this. If we are really talking about an intergovernmental agreement then this will be it. It may be unprecedented but all three bodies, all the elected people, should come together and discuss this. That has not been done. I think it will really enhance the prospects of making this intergovernmental agreement something that all three units can ultimately be proud of. Member Bass stated the following: we've all listened to the things that were said here this morning. It is kind of déjà vu, if you will. We use words readdress, rehear,

reconsider, rehash then we talk about budget and the word guestimate comes into the picture. I think this has been good because we have been able to reassess our thoughts but I do think it is time for us to move on and get this thing taken care of. Member Gordon stated the following: I sympathize with what Member Cavallini's intent is with regards to this joint three-way meeting. It is an appealing idea to put our minds together and discuss it. I think there are some risks in such a course because if there should be disagreement and those disagreements are voiced and any element concerning trust or mistrust comes to the surface, once something is said, it can't be taken back. I think that the parameters are fairly clear. I can't be unsympathetic to the intention but I think there are some risks of negative consequences that could harm the process and I think if there are disagreements they can be brought to the surface and dealt with if we approve the intergovernmental agreement. We can bring those disagreements to the surface, deal with it at a staff level. We can deal with matters that come before us but not in some kind of formal setting where face-to-face some things might be said that might actually turn out to be more serious obstacles than exist now. Chairman Sweeney stated the following: Member O'Connor called for the question and I think that Member Harding seconded that. Member Segobiano asked the following: is this a vote on Member Cavallini's amendment to the original motion? Mr. Ruud stated this was a vote on calling for the question. Clerk Milton shows all Members present voting in favor of calling for the question. Motion carried. Chairman Sweeney stated the following: now we will vote on the Cavallini amendment. A yes vote means that you are supporting the Cavallini motion and a no vote means that we will move to the main motion. Clerk Milton shows the roll call vote as follows: Segobiano-no; Selzer-no; Ahart-no; Baggett-no; Bass-no; Berglund-no; Bostic-no; Cavallini-yes; Dean-yes; Gordon-no; Harding-no; Hoselton-yes; Moss-no; O'Connor-no; Owens-no; Rackauskas-no; Renner-no; and Sweeney-no. Motion defeated 15-3. Chairman Sweeney stated the following: now we are back to the main motion. On the main motion Member Bostic has not spoken to the motion and then I will turn it over to anyone else who has not spoken and then I will go around the room again. Member Bostic stated the following: I will vote in favor of expending the money for the study. The worst decision the County will ever make is an uninformed one and I think this study will rehash a lot of old things and bring to light a lot of new things in an unbiased manner. I think we are at the point where we need that. Member Harding stated the following: first of all I would like to thank Member Gordon for requesting that we get the verbatim transcript from the joint meeting of the Land Use and Development and Transportation Committees. I want my colleagues and my acquaintances behind me to know that we did all get your comments in our Board packet and it was very compelling and very emotional and it made me wonder if this study was going to happen on Gregory Street which is right in front of my house how would I feel. I am sure I would have a lot of sleepless nights. There would be a lot of phone calls, discussion, and anguish over it. I think this meeting has lasted for an hour and a half because we all wanted more information. That is what we are going to vote on today. We are not going to vote on whether or not to take your property from you we are simply voting for more information. I want the people behind me to understand that and I hope that the people in front of me

and surrounding me understand that too. That is what we will vote on today. Member Segobiano stated the following: certainly I sympathize with Member Cavallini but I think the history of this thing goes way back. We just read in the newspaper that the City of Bloomington Planning Commission really had some differences with their elected council and the same thing happened in the Town of Normal with their Planning Commission. It has been mentioned several times that this issue has been around a long time and it has been. The reason why it has been around a long time is it seems that every time it surfaces, there is new information that comes forth. Member Harding just alluded to the fact that we are here seeking additional information. When we leave here today, regardless of the vote, there are still going to be more questions about the need of this bypass and, as I said in my opening remarks, it is starting the engine. It has been around a long time. The reason why it keeps coming back is because there are new questions – not always satisfying answers but new questions. I don't think they are ever going to go away. Without being part of driving this engine I am going to vote no. Member Moss stated the following: one of my colleagues earlier said that we were voting for just a study. I don't see it that way. We are voting to commit taxpayer dollars to this and at this point in time we are voting to commit an uncertain amount of taxpayer dollars and I am not going to be a party to that. Chairman Sweeney stated the following: we have a motion on the floor. That motion is: a Request for Approval of an Intergovernmental Agreement between the City of Bloomington, the Town of Normal, and the County of McLean for the East Side Highway Study. A vote yes means that you support the motion and a vote no means that you do not. Clerk Milton shows the roll call vote as follows: Segobiano-no; Selzer-yes; Ahart-no; Baggett-no; Bass-yes; Berglund-yes; Bostic-yes; Cavallini-yes; Dean-yes; Gordon-yes; Harding-yes; Hoselton-yes; Moss-no; O'Connor-yes; Owens-yes; Rackauskas-yes; Renner-no; and Sweeney-yes. Motion passed 13-5.

Member Bass stated the General Report can be found on 162-168.

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

PARKING LEASE

THIS LEASE entered into this 21st day of March, 2006, between the County of McLean, a body politic and corporate, hereinafter referred to as LESSOR, and Central Illinois Arena Management (CIAM), hereinafter referred to as LESSEE.

WITNESSETH:

1. The Lessor does hereby lease to the Lessee thirty six (36) parking spaces in the parking lot (hereinafter the "Lot") located at 200 West Front Street, Bloomington, Illinois, and more particularly described on Exhibit "A", under the terms and conditions of this Lease.
2. The Lessor warrants that it has good and marketable title to the premises and has full authority and power to execute this Lease and to lease the premises to Lessee. Lessee warrants that it has full authority and power to execute this Lease and to lease the Lot from Lessee. Lessee warrants that it is not executing this Lease as an Agent for the City of Bloomington.
3. The Lot shall be used, maintained and attended by the Lessee during the dates and times set forth in this Lease in the following manner:
 - A. The three (3) handicapped parking spaces shall be used by and solely for handicapped vehicle parking. Vehicles shall be parked in the existing lined

spaces. Parking shall not be permitted on the grass or sidewalks at any time.

Restrooms located in the 200 West Front Street building shall not be accessible to the public.

- B. Lessee shall place portable, non-permanent event parking signage in the Lot no earlier than three (3) hours before the commencement of a U.S. Cellular Coliseum event. Lessee shall remove said signage no later than two (2) hours after said U.S. Cellular Coliseum event.
- C. Lessee shall, at its own expense and discretion, determine the vehicles authorized to use the parking spaces in the Lot.
- D. Lessee, at its own expense, shall be responsible for removing any unauthorized vehicles that are parked in the Lot during the times in which Lessee has been given the use of such Lot by the Lessor.
- E. Lessee shall, at its own expense, pick up and remove all trash, glass, papers, and other debris from the Lot no later than two (2) hours after an event. Lessor's dumpster may be used by Lessee for this purpose.
- F. The Lessee shall be responsible for all ingress, egress and security for the Lot during the times Lessee has use of the Lot. Lessee shall, at its own expense, provide a minimum of two (2) parking attendants in the Lot during such times to

be determined by mutual agreement of the Director of the McLean County Health Department and Lessee.

- G. Beginning April 1, 2006, Lessee shall provide a monthly calendar to the Director of the McLean County Health Department detailing all coliseum events, including, but limited to, dates, times, and the identity of attendants scheduled to be on duty in the Lot.

4. The Lessee shall use the Lot for parking purposes only. Lessee shall not allow or permit promotional events and/or tailgating in the Lot. Lessee shall also not allow or permit the sale and/or consumption of alcoholic beverages, use of outdoor grills and/or fires on the Lot.

5. The term of this Lease shall begin on **April 1, 2006** and terminate on **March 31, 2007**. During the term of the Lease, Lessee's use of the Lot shall be limited to the following dates and times, and subject to the following conditions:

- A. From 5:30 p.m. until one (1) hour after the conclusion of Bloomington Extreme home indoor football games held on April 1, 8, and 15, 2006; May 13 and 26, 2006; June 10 and 17, 2006; and July 8, 2006.

- B. From 5:30 p.m. until one (1) hour after the conclusion of the Smucker's Stars on Ice event on April 5, 2006; the John Mellencamp concert on April

13, 2006; and the Martina McBride concert on May 12, 2006.

C. After receiving at least ninety (90) days advance written notice of the dates and times of the UHL's Bloomington Prairie Thunder home hockey games from the Lessee, the Lessor shall provide to Lessee a written response within seventy two 72 hours of receipt. Such response shall advise the Lessee of the dates and times the Lot will or will not be available for Lessee's use. There shall be no guarantee of the Lot's availability until and unless the parties mutually agree on specific dates and times.

D. The use of the Lot for all other events during the term of the Lease shall be negotiated on an event by event basis. There shall be no guarantee of the Lot's availability until and unless the parties mutually agree on specific dates and times.

6. The rent for the use of the Lot by the Lessee shall be fifty per cent (50%) of the net parking profits payable by the Lessee to the Lessor no later than thirty (30) days after each coliseum event. Upon request, the Lessee shall submit to Lessor an itemized accounting of the parking gross revenues and expenditures for each coliseum event.

7. Lessee shall save and hold the Lessor (including its officials, agents, and employees) free

and harmless from any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to any person, including natural persons and any other legal entity, or property of any kind arising out of or in any way connected with the performance of any obligation to be performed under this Lease, and shall indemnify the Lessor for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the Lessor, and/or its agents and employees, or paid for on behalf of the Lessor and/or its agents and employees, by insurance provided by the Lessor.

Lessee shall further hold harmless the Lessor (including its officials, agents and employees) from liability or claims for any injuries to or death of Lessee's or any Sub-contractor's employees or patrons, resulting from any cause whatsoever, including protection against any claim of the Lessee or any Sub-contractor for any payments under any worker's compensation insurance carried on behalf of said Lessee or Subcontractor and shall indemnify the Lessor for any costs, expenses, judgments and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by the Lessor.

8. Each party hereto shall have the right to terminate this Lease upon thirty (30) days written notice to the other party. All notices shall be mailed or personally delivered to the following representatives at their respective addresses:

For the Lessee:

John Butler
316 West Washington Street
Bloomington, IL 61701
309-434-2661 (Office)
309-242-2592 (Cell)
johnbutler@uscellularcoliseum.com

For the Lessor:

Robert Keller
200 West Front Street
Room 304
Bloomington, IL 61701
309-888-5451 (Office)
309-838-2016 (Cell)
bob.keller@mcclaincountyl.gov

9. This Lease shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

10. The Lessee shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this lease.

11. The Lessee shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to the Lessor:

- (A) Comprehensive General Liability Insurance (Bodily Injury and Property Damage, including Broad Form Property Damage), including Owners, Landlords and Tenants; Manufacturer and Contractors; Owners and Contractors Protective; Products and Completed Operations; and Contractual Liability (which insures Lessee's obligations under this agreement); all with limits of no less than \$500,000 per occurrence or accident and \$1,000,000 aggregate.
- (B) Automobile Liability Insurance covering all owned, leased, hired and non-hired automobiles with limits of no less than \$1,000,000 aggregate limits.
- (C) Statutory Worker's Compensation Insurance according to Illinois law.

- (D) Errors and Omissions Insurance Coverage with limits no less than \$500,000 per occurrence.

Lessee will provide to the Lessor upon request, a Certificate of Insurance, in a form acceptable to the County of McLean, evidencing the existence of such insurance.

12. Lessee shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

13. No waiver of any breach of this Lease or any provision hereof shall constitute a waiver of any other or further breach of this Lease or any provision hereof.

14. This Lease is severable, and the invalidity, or unenforceability, of any provision of this Lease, or any party hereof, shall not render the remainder of this Lease invalid or unenforceable.

15. This Lease may not be assigned or subcontracted by Lessee to any other person or entity without the express written consent of the Lessor.

16. This Lease shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

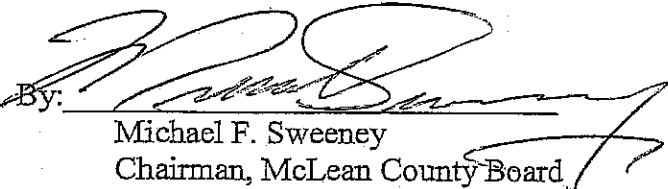
17. This Lease shall not be amended unless in writing expressly stating that it constitutes an amendment to this Lease, signed by the parties hereto. The Lessor shall not be liable to Lessee for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by the Lessor in a writing approved by and signed by a person with lawful authority granted by the Lessor to execute such writing.

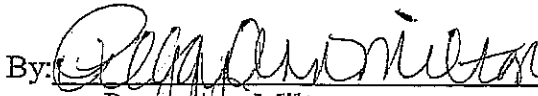
18. Parties agree that the foregoing and the attached document(s) (if any) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

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

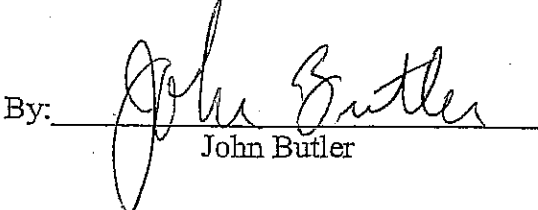
COUNTY OF McLEAN (Lessor)

ATTEST:

By: 
Michael F. Sweeney
Chairman, McLean County Board

By: 
Peggy Ann Milton
McLean County Clerk

CENTRAL ILLINOIS ARENA MANAGEMENT (CIAM) (Lessee)

By: 
John Butler

W/PARKING LEASE for Coliseum

Members Bostic/Selzer moved the County Board approve a Request for Approval of Parking Lease between Central Illinois Arena Management and McLean County – Health Department and County Administrator's Office. Member Segobiano stated the following: I am going to vote against this because as I look at the minutes of the Property Committee meeting I don't find much discussion or any options for those parking spaces except they are going to go to the VIP's. The only information I have is that the rent shall be 50% of the net parking profit. What is the rent for those and what is being extracted from the gross receipts from that if we get 50% of the net profit? Member Bostic stated the following: we are locked in with the arena and football and hockey games. They've said that they'll have 100 events there and since they don't have a firm lock on the additional 50 events it is going to be a pay as you go thing. Administration has projected about a \$14,000 profit for us leasing the lot. Member Segobiano stated the following: but we don't have that information. Member Bostic stated the following: that was presented at stand up. Member Segobiano stated the following: I would much rather have had that in my packet so I could have studied it. At the top of the lease it lists McLean County as a lessor but I think on page 174 it lists Mr. Keller of the Health Department as a representative. Why is that? Mr. Moody is our Director of Facilities Management so why is it going to the Health Department. Mr. Ruud stated the following: there was a decision made by staff between Jack and Bob and it was decided Bob would be in charge of that lot because it is next to the building he occupies. He has a lot of weekend events and we thought it would be best that he be the point-man on determining any concerns involving parking for their events and for his WIC program, etc. Mr. Zeunik stated the following: I think Mr. Ruud covered it but the reason Mr. Keller is designated here is simply as a point of coordination. The parking lot will only be made available to coliseum events when it does not conflict with scheduled Health Department activities, whether those be clinics, educational seminars, whatever. We had a good example that we just talked about this morning. The first arena home football game is scheduled for April 1, 2006. That game was originally scheduled to be an evening game and there would be no conflict with anything going on at the Health Department with a game that was scheduled to start at 7:00 p.m. Many of you may have already received an invitation from the City to be the City's guest at that event and if you have received that invitation you will note on the invitation that they've changed the time of that game. They have moved that game up to 3:00 p.m. so as not to conflict with the Final Four basketball games that are on that Saturday night. Because they have moved the game up, the parking lot will not be available to them because we have WIC clinics scheduled that Saturday afternoon that will conflict with the date of the football game. That was the main reason why Mr. Keller is the contact point in negotiations with coliseum management. We have made it clear to them that they need to work with Mr. Keller and to keep him informed of all of their scheduled events and activities and particularly any changes that may occur once the schedule has been published. Member Segobiano stated the following: in the minutes I didn't see any option provided and I wonder if there was any consideration given to letting our employees utilize those 36 or 37 spots during special events? Member Bostic stated the following: it was discussed in a couple of our meetings. We even discussed having special interest groups set up a chair and a sign for parking and raise money for

extra interest groups but it went no further than that. We decided our best bet was to have something very controlled with the arena itself and that's the lease that we have before you. Member Gordon stated the following: I was unable to attend the Executive Committee meeting last week but I understood that a number of questions perhaps including most of these were raised. I simply want to know if the questions that were raised at that meeting have now been adequately addressed – adequate in the minds of those who raised the questions at that time. Chairman Sweeney stated the following: in that meeting, most of the questions were by Member Segobiano and me. He got his questions answered today and before that I am sure that he talked to Mr. Zeunik also. I also talked to Mr. Zeunik and what they dealt with today at the stand up took care of the questions that I had. Member Gordon stated the following: I didn't know who all had raised questions. Chairman Sweeney stated the following: I think it was just Member Segobiano and I that were asking most of the questions. Member Baggett stated the following: I just had a question on the control. How is it going to be controlled? Is it going to be posted or gated? Will there be somebody there? Member Bostic stated the following: the arena, by virtue of the agreement and the lease, will post personnel over there prior to the starting time because they will already know who is going to be parking there. It will be a matter of turning the others away that may not have permission to park there. That will be at their cost and then they are to patrol the lot afterwards and return it to us in the same state in which they received it. Mr. Zeunik stated the following: they will be required to purchase the appropriate signage designating the availability of the lot for parking and they will pre-issue, as Member Bostic said, rearview mirror tags to those that are authorized to park in that lot. They will staff it. They will assume liability for the parking lot when it is being used by the coliseum. They will police it. They will have at least two attendants on site and we will turn the lot over to them on those days when the lot is available an hour to an hour and a half prior to the event. Member Selzer stated the following: this was something that Property Committee did proactively. We brought this up. It was not anybody coming to us looking to rent the lot. We did look at a lot of options including letting employees and County Board Members park there. We looked at renting the lot out. With a lot of help of the Administrator's office we found an agreement with the arena where they paid us for it and also had all the liability issues covered. That is also why we approved earlier the additional parking attendant for during the day when they are not leasing the lot. We have to police our own lot to say you can't park there. I just think it was a good move because otherwise it would have just been open up to everybody. I think it is a good agreement. Chairman Sweeney stated the following: that is really the main question I had of Mr. Zeunik earlier. Clerk Milton shows all Members present except Member Segobiano voting in favor of the Motion. Motion carried.

Member Bostic stated the General Report can be found on pages 177-180

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I would like to bring one item to the Board's attention. I mentioned in the memo which I prepared for the Transportation Committee that I, Chairman Sweeney, State's Attorney Yoder, Chief Judge Robb, and Roxanne Castleman were in Washington DC the week before last looking for funding for our drug court. At next month's County Board meeting we would very much like to have some means available for Judge Drazewski here along with Chief Judge Robb to give you a presentation, one that has been given to a number of service clubs throughout McLean County. I think it is important though, at this point, since we have just returned from Washington DC, for the Board to receive a brief update on where we are with the progress of our drug court and with that I would ask for Mr. Yoder to present a brief update to the full Board. Mr. Yoder stated the following: as Mr. Zeunik indicated we did just return from Washington DC two weeks ago. I just want to give you a brief update of what took place there. When we arrived, we initially met with Senator Durbin and his staff. We met with Speaker Hastert and his staff. From there we met with Congressman Weller and Congressman Johnson. We met with Congressman LaHood and Kirk and also with Senator Obama's staff and met with Senator Obama on Thursday morning. I believe that the trip went very well. It was an interesting process for someone who hadn't been there before to go through two days of meeting with all of these individuals. The first morning we were in the Capitol in Senator Durbin's office in the Capitol. As we were standing there with a group of 20-30 individuals, I had spoken briefly with the Senator prior to that, in the middle of this he turned to me and said Mr. Yoder please describe to all of these individuals what drug court is. There is something about standing in the Capitol and having a Senator turn to you and say tell these people what you are talking about. It is a little intimidating. We struggled through it and I was able to describe drug court to the individuals there. Senator Durbin has been extremely supportive of this. We are hopeful that there will be a request through his office for an appropriation for drug court. I spoke with Congressman Weller's office after we returned and we do know that Congressman Weller is going to submit a request for ear-marked funds. If Senator Durbin does the same we are very hopeful, because it is coming from both sides, that we will have a much better chance of receiving those funds. The reason that it is so important that we receive those funds in that manner is because all the grant funding for new drug courts, the initiation of drug courts is gone. There is no grant funding whatsoever for new drug courts. Any grant funding will be towards existing drug courts so the funding we have sought is critically important. We are very hopeful that it will be approved and we will update you as we move along. The phase that we are in right now is educating the community. Our drug court team has met with the and made a presentation, in fact the one we are hoping to present to you next month, met with the Sunrise Rotary and gave a presentation to them. It is about a 15-20 minute presentation. They were very supportive. Everyone in the club was very supportive. I have not heard the first negative comment from the community – not one, which is amazing to me because the perception about drug courts is that they are soft on crime. I am thinking if anyone is going to complain about it they are going to complain to me, the State's Attorney. Not the first comment on the negative side has been made. I can reassure the public that drug

court is anything but soft on crime. It is in fact a more difficult sentence than an imprisonment sentence. Sunrise Rotary was all positive and we had several people come up to us after the program and offer to submit letters of support, which we are still asking for. We then met with the Bloomington Rotary Club and we are making the same presentation throughout the community. Each club we have met with has been extremely positive. I think that you will be impressed when you see the presentation that Judge Drazewski can give telling the reason for drug courts and why it is important that we pursue this as opposed to recycling these people through the system time and time again. We have much more dangerous individuals on the streets that we need to deal with through our courts than the offenders that would be in drug court. Unfortunately the nature of an addiction is that you commit crimes to support your habit. The ones that will be coming into the drug court are non-violent offenders, non-domestic violence, non-DUI, the people that are not a threat to you and me of a violent nature but they steal from our businesses and they cost the community a great deal of money. We want to get those people out of the system and drug court is the way to do that. It is a long process but very much needed in McLean County.

OTHER BUSINESS AND COMMUNICATION:

Member Selzer stated the following: I saw in the paper this morning that one of the Bloomington Aldermen or Councilmen is hosting a meeting Thursday night about the homeless situation in McLean County. For anyone who has not been down to the homeless shelter, even though it is in Bloomington, a lot of the people that get the services that are offered are County residents or Normal residents. They are not just Bloomington residents. I think that is an issue we all need to stay on top of. A lot is being done. I don't have any more information than what I saw but I would suggest that some of us try to get to that.

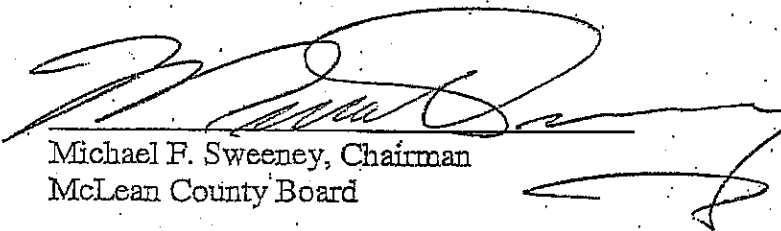
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

February 21, 2006

2006 Budget Expenditures

| COMMITTEE | PENDING EXPENDITURES | PRE-PAID EXPENDITURES | TOTAL EXPENDITURES |
|------------------|-------------------------|--------------------------|-----------------------|
| Executive | | \$325,515.17 | \$325,515.17 |
| Finance | | \$603,683.69 | \$603,683.69 |
| Human Services | | \$483,210.93 | \$483,210.93 |
| Justice | | \$2,049,058.63 | \$2,049,058.63 |
| Land Use | | \$17,450.31 | \$17,450.31 |
| Property | | \$320,816.59 | \$320,816.59 |
| Transportation | | \$625,757.84 | \$625,757.84 |
| Health Board | | \$392,812.99 | \$392,812.99 |
| Disability Board | | \$47,889.14 | \$47,889.14 |
| T. B. Board | | \$23,839.93 | \$23,839.93 |
| Total | | \$4,890,035.22 | \$4,890,035.22 |


Michael F. Sweeney, Chairman
McLean County Board

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

Members Moss/Owens moved for adjournment until Tuesday, April 18, 2006 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 10:50 a.m.

Michael Sweeney
County Board Chairman




PeggyAnn Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 21st day of March, 2006, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 13th day of April, 2006.



PeggyAnn Milton
McLean County Clerk