

**Proceedings
of the
County Board
of
McLean County,
Illinois**

May 21, 2002



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May 21, 2002

Notice of Public Hearing:

A Public Hearing was held regarding State of Illinois Department of Transportation Downstate Non-Metro Areas Small Capital Assistance Grant on Tuesday, May 21, 2002 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois.

Mr. Mike Behary stated the notice of the public hearing was published in the Pantagraph on May 4, 2002 as required by law. He stated the purpose of the public hearing is to consider a small capital assistance grant for which financial assistance is being sought by the Illinois Department of Transportation in order to obtain one copier and one printer to be used by SHOWBUS which provides rural public transportation in McLean, Livingston, Ford, and Iroquois Counties. Mr. Behary said that Ms. Laura Dick, the Director of SHOW BUS, and Mr. Phil Dick, the Director of Building and Zoning were also there to answer any questions or concerns. Chairman Sweeney asked if there were any questions. There were none.

Call to Order:

The McLean County Board met on Tuesday, May 21, 2002 at 9:03 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Chairman Sweeney stated Member Johnson was not present due to an automobile accident.

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, Joseph Sommer, Matt Sorensen, Robert Arnold, Duffy Bass, Sue Berglund, Diane Bostic, Bill Emmett, George Gordon, Stan Hoselton, Adam Kinzinger, Robert Nuckolls, Benjamin Owens, Tari Renner, Ray Rodman, Eugene Salch, and Michael Sweeney.

The following Members were absent:

Members Susie Johnson and Jack Pokorney.

Appearance by Members of the Public and County Employees:

Chairman Sweeney introduced Mr. Steve Hoselton, a former County Board Member. Mr. Sweeney read the following:

I would like to thank chairman Sweeney, Mr. Zeunik, and the Board for allowing me the opportunity to speak before you today. It is a privilege I sincerely appreciate.

Please forgive me as I address you from written material. Those of you, who served with me while I was a Member of the County Board, know that this is not my customary manner of speaking. However, because this issue is one that evokes my emotions, I find it necessary to

speak from a prepared statement so that I am not misquoted, or worse, perform a lecture. Thank you for indulging.

First, I would like to compliment the County Board on its diligence in holding the line on its portion of the property tax bill over the years. The problem is, most of the 100 and some taxing bodies in McLean County do not take the issue of skyrocketing property taxes as serious, and the resulting escalating property taxes must stop some day, that day is here.

Many of you will recall the Tax Cap movement gaining ground several months ago, prior to the terrorist attacks on September 11, 2001. After that date, a few articles appeared in the Pantagraph, but like so many other important issues, the over-riding concerns of both National security and our own personal anxieties, rightfully became our focus. However, as we have all come to realize in the months following the terrorism, life must continue and we must continue to address other important issues, while we begin a new era in American history – living with the knowledge that a terrorist attack is possible at any time.

Since the 2000 census, the median home price in McLean County has increased 36%, yet median income has increased only 15%. Tax rates staying the same, that alone, is a 36% increase in the property tax bill, couple that with tax rate increases and many have seen greater than 50% increases in their property tax bill during the same time period. Remember median income has increased only 15%, and a higher percentage of the population is entering retirement years on fixed income.

Over the course of 30 years, many McLean County residents will pay more in property taxes on their home than they did to purchase the home – multiply your current tax bill times 30, chances are you'll pay Uncle Sam more than you did to buy it! Something is wrong.

There are two issues here: first, most importantly, whether to place the “tax cap referendum” on the ballot to let the people “choose”; and second, whether or not you favor “tax caps” to help the working class poor and those on fixed incomes.

I am not here today to discuss the merits, or the pros/cons of tax caps, that is the second part of the issue, rather, I am here today to discuss the issue of “choice,” yes, choice. The undeniably American freedom of choice!

To me, freedom loving groups like the League of Women Voters, National Organization for Women, United Way, Planned Parenthood, Democrats, Libertarians, Liberals, Union Members, and particularly women, should embrace this issue as an issue of “freedom of choice.”

I urge the County Board to place the issue on the ballot and let the people choose. At that point, people would then begin their campaigns for or against “tax caps”, but not the issue of “choice.”

The issue is ripe again, in fact, there couldn't be a more timely date than now: (i) it has been over five years since the last vote; (ii) the stock market has tumbled (many losing large percentages of lifelong nest eggs); (iii) interest rates have suffered greatly (largely damaging to retired, elderly and fixed income citizens); (iv) terrorist attacks have damaged our economy; (v) and many people now pay more in taxes than they did to purchase the home they live in.

The issue of tax caps is of particular importance to the poor, the elderly, the working class, and the fixed income households. It is not as pressing for the wealthy, the transient residents who are here for a few years on assignment with careers, or the gainfully employed. This is a Rich versus Poor issue: Choice or no choice. I beg you to let the people choose. We have the right to choose whether or not we should terminate the life of our innocent unborn children, all we ask is for the right to choose whether or not we want tax caps in these very trying times.

I close in requesting the Board to motion and roll call vote, passing a resolution today, to place the Tax Cap referendum on the November 2002, ballot. We don't need a tabling motion, we don't need to discuss the merits of the issue: that's for the voters, and that's for you to decide individually in the ballot booth. You know the right thing to do is to present this issue of "choice" to the people, don't disguise a no vote with any excuse. There's nothing more to this question today, or in the future, you either favor the individual's right to choose, or you are against that for other reasons. Please find it within your spirit to "do the right thing" as General Schwarzkopf would say, and place the referendum on the November ballot. With the troubled economy, troubled investment returns, and a troubled world lacking in spiritual guidance, there is no more appropriate time than now. The citizens need our help now, especially the poor and working class. Vote yes to place the tax cap referendum on the ballot.

Thank you for your time.

Proceedings of April Meeting:

The Proceedings of the April 16, 2002 meeting had been submitted to each Member of the County Board prior to this meeting. Members Nuckolls/Renner moved the County Board approve the Minutes as submitted. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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:

7. CONSENT AGENDA:

A. County Highway Department – Jack Mitchell, County Engineer

RESOLUTIONS:

- 1) Request for Approval of an MFT Appropriating Resolution for Danvers Section 02-00038-04-WR

PETITIONS

- 1) Request for Approval of a 2002 Colfax Joint Culvert and Bridge Petition

B. Building & Zoning – Phil Dick, Director

1) Zoning Case:

a) Approve the application of New Hope Fellowship in case 02-16-S. They are requesting a special use to allow a church in the R-1 Single Family Residence District, on property which is located in Bloomington Township immediately south of Six Points Road approximately ¼ mile west of Alexander Road.

b) Approve the application of Emily Maurer in case 02-19-S. She is requesting a special use to allow a single family residence in the A-Agriculture District on land undesirable for agricultural uses on property which is located in Martin Township immediately south of Road 1600N and ¼ mile west of Road 3600E.

2) Subdivision Case: NONE

C. Transfer Ordinances

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

Executive Committee

- 1) Request Approval of a Resolution Proclaiming June 21, 2002 “We Carry the Torch Day” in McLean County
- 2) Request Approval of a Resolution Proclaiming May 23, 2002 as “YWCA Women of Distinction Day” in McLean County

Property Committee

- 1) Request Approval of Request by Uniquely Bloomington!
For Holiday Lights Display at Old Courthouse –
Facilities Management
- 2) Request for Approval of a Telephone Maintenance
Service Contract with Verizon – Parks and
Recreation Department
- 3) Request Approval for Service Agreements for
Security and Fire Alarm System –
Highway Department
- 4) Request for Approval of Elevator Maintenance
Contract for Government Center Building –
Facilities Management Department
- 5) Request for Approval to Purchase Data Aire Unit
for Old Courthouse – Facilities Management
Department

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

a) REAPPOINTMENTS:

Bloomington-Normal Water Reclamation District

Mr. H. Donald Merritt, Jr.

613 Normal Ave.

Normal, Illinois 61761

Reappointed for a Three Year Term to

Expire on the First Monday in May, 2005

Bloomington Township Public Water District

Mr. Jeff Paxton

R.R. 21, Box 16

Bloomington, Illinois 61704

Reappointed for a Five Year Term to

Expire on the First Monday in May, 2007

Clearview Sanitary District

Mr. Gerald Pickett

3021 Robert Street

Bloomington, Illinois 61704

Reappointed for a Three Year Term to

Expire on the First Monday in May, 2005

Board of Review

Mr. Joseph Stephens

1928 Claremont C.C. Commons

Normal, Illinois 61761

Reappointed for a Two Year Term to

Expire on June 1, 2004

Mr. Floyd "Bud" Clark

2103 Berrywood Lane

Bloomington, Illinois 61704

Reappointed for a Two Year Term to

Expire on June 1, 2004

b) APPOINTMENTS:

NONE

c) RESIGNATIONS

NONE

F. Approval of Resolutions of Congratulations and Commendation



May 1, 2002

Internet Sales at www.anvilbrand.com

John Zeunik, County Administrator
Law & Justice Center
104 Front Street
Bloomington, Illinois 61701

RE: Request to address the McLean County Board

Mr. Zeunik and Chairman Sweeney:

At the direction of Mr. Zuenik, and pursuant to the Board's rules of order, I hereby request to address the McLean County Board at its regular meeting, 9:00 am, Tuesday, May 21, 2002, at the Law & Justice Center.

Topic of Discussion: Tax Cap Referendum

Respectfully,

Steve Hoselton
RR 2
Lexington, Illinois 61753



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

County Highway(s) 18 & 55, beginning at a point near The N.W. corner of Section 24, T24N, R1W of the 3rd P.M.

and extending along said route(s) in a(n) Westerly direction to a point near The intersection of Jefferson Street in Danvers.

, a distance of approximately 2.475' (0.47 mile); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be Removal, replacement, widening, and Resurfacing with the construction of Earth Ex. Embankment, Agg. Bse. Bit Bse Cse. Widening, Area Ref Crack Control. Bit Binder and Surface courses. with Agg Shoulders and other misc items.

and shall be designated as Section 02-00038-04WR and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by Contract and Day Labor

(Insert either "contract" or "the County through its officers, agents and employees") BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of

Three hundred thousand dollars, (\$300,000.00)

from the County's allotment of Motor Fuel Tax Funds and/ or County Matching funds for construction of this improvement; and also \$50,000.00 from County Bridge Fund and \$50,000.00 from County Highway Fund.

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

[Signature]
Michael F. Sweeney, Chairman

APPROVED

Date

Department of Transportation

District Engineer

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

McLean County, at its Regular

meeting held at Bloomington, IL

on 5-21-02 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington

in said County, this 22 day of May A.D. 2002

(SEAL)

[Signature]
County Clerk

Bridge Petition

Sec. 2002 Colfax Joint Culvert

TO: McLean County Board
Care of County Clerk
Law and Justice Center
Bloomington, Illinois

In Colfax the Grove Street Drainage Structure on Grove Street
and the alley South of Main Street

Gentlemen:

The Village of Colfax, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located on Grove Street and the alley South of Main Street in the Village of Colfax.

That of the funds appropriated at the November 2001 meeting of the McLean County Board, \$ 42,500.00 be used as the County's share of the cost of this structure.

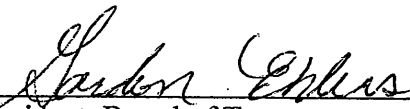
The Village of Colfax certifies that they have levied the maximum on their Corporate Funds the last two years.

The Village of Colfax further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$ 85,000.00 and the present structure is inadequate.

The Village of Colfax further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Village.

The Village of Colfax further certifies that the population of Colfax is less than 15,000.

Respectfully submitted,

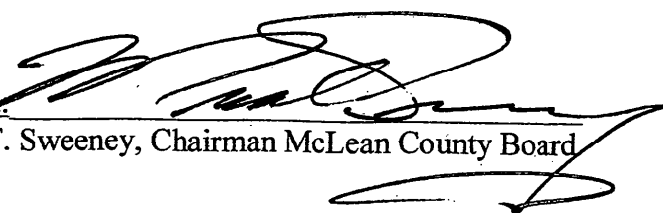


President, Board of Trustee
Village of Colfax



County Engineer, McLean County, IL

5-6-02
Date

Approved: 

Michael F. Sweeney, Chairman McLean County Board

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of New Hope Fellowship in case 02-16-S. They are requesting a special use to allow a church in the R-1 Single Family Residence District, on property which is part of Section 18, Township 23N, Range 2E of the 3rd Principal Meridian and is located in Bloomington Township immediately south of Six Points Road approximately ¼ mile west of Alexander Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on May 7, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 4.88 acre property is currently used for a single family residence. The property has 330 feet of frontage on the south side of Six Points Road, an oil and chip road 23 feet in width. The property is hilly and drains to the southwest in part and in part to a drainage way that flows to the northwest through the property.

SURROUNDING ZONING AND LAND USES - The property is in the R-1 Single Family Residence District and is surrounded by land in the R-1 District. Single family residences are located to the north, south, east and west.

BACKGROUND - The applicant proposes to build a church in the R-1 District. A church is a permitted use in the Agriculture District and is a Special Use in the R-1 District. The applicant has proposed a church that will meet all of the County's Zoning Ordinance requirements that apply to a church in the R-1 District.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant proposes to build a church on a tract of land that is suitable for a church. The proposed church will not be detrimental or an endangerment to the public.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. Nearby property that currently has single family dwellings on it will continue to be desirable for such.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The church will be built in the R-1 District on a large 4.88 acre tract. The proposed

church will be over 200 feet from the nearest residence. The proposed parking lot will be over 100 feet from the nearest residence. Nearby land that is suitable for single family development will continue as such.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. When completed, a well and septic system will serve the facilities at the site. The Health Department indicated that a septic system and well as proposed, will be adequate for this facility. The site will also have a storm water detention area placed on the northern section of the property.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that a safe site distance for an entrance can be provided. Staff from the County Highway Department has reviewed the proposed entrance location for safety and finds it adequate. The applicant will need to obtain an entrance permit from the County Highway Department.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the R-1 Single Family Residential District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the R-1 Single Family Residential District.** This standard is met.

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

Therefore this Board recommends that a special use be approved on the property described above to allow the construction of a church.

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

Respectfully submitted this 7th day of May 2002, McLean County Zoning Board of Appeals.

(Sally Rudolph)

Chair

Sally Rudolph, Chair
Joe Elble
Richard Dean
James Finnigan
David Kinsella
Michael Kuritz
Jerry Hoffman

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Emily Maurer in case 02-19-S. She is requesting a special use to allow a single family residence in the A-Agriculture District on land undesirable for agricultural uses on property which is part of Section 25, Township 24N, Range 5E of the 3rd Principal Meridian and is located in Martin Township immediately south of Road 1600N and ¼ mile west of Road 3600E.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on May 7, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 5.1 acre property is used for crop production and was formerly the site of a farm dwelling; farm buildings are still standing. The property has 337 feet of frontage on the south side of Road 1600N, an oil and chip road 15 feet in width. The property is relatively flat and drains to the northwest.

SURROUNDING ZONING AND LAND USES - The property is surrounded by land in the A-Agriculture District that is used for crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 125 out of 125 points. The site assessment score was 131 out of 175 points. The total LESA score was 256 points out of 300. A score of below 225 points and above means the property is of very high value for agricultural land protection.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. This standard is met.** This property formerly contained a farm dwelling; part of the foundation remains along with four out buildings. The applicant proposes to move a building to the property to be used as a single family residence. The Zoning Ordinance states that "Former or existing farmsteads composed of mature trees, grasses, agriculture buildings or building foundations" are permitted under the section for land unsuitable for farming.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. This standard is met.** There was formerly a farm dwelling on this site. Nearby property that is currently in crop production will continue to be desirable for such.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed single family dwelling would be placed on the center of the property. Nearby land that is suitable for crop production will continue to be suitable for such.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The dwelling will be served by private well and septic system. The property has 337 feet of frontage on the south side of Road 1600N.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the existing entrance. The applicant will need to obtain an entrance permit from the Martin Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, provided an entrance permit is obtained from the Martin Township Road Commissioner before a building permit is issued. The land is found to be undesirable for agricultural purposes since farm buildings are still on this property where a farm dwelling was formerly located.

Therefore this Board recommends that a special use be approved on the property described above to allow the construction of one single family dwelling, provided an entrance permit is obtained.

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

Respectfully submitted this 7th day of May 2002, McLean County Zoning Board of Appeals

(Sally Rudolph)

Chair

Sally Rudolph, Chair
Joe Elble
Richard Dean
James Finnigan
David Kinsella
Jerry Hoffman
Michael Kuritz

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2002
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND

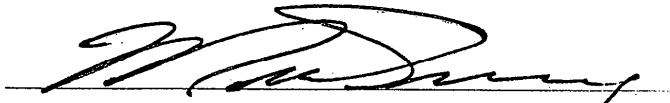
WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.


DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr style="border-top: 1px dashed black;"/>					
Executive Committee					
	FUND 0001 DEPARTMENT 0001 COUNTY BOARD PGM 0001 LEGISLATION & POLICY				
0760 0001 CONTINGENT		3,642.00			
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		3,642.00			
=====					
Justice Committee					
	FUND 0001 DEPARTMENT 0029 SHERIFF PGM 0029 ADMINISTRATIVE SERVICES				
				0833 0004 PURCHASE/COMP. SOFTWARE	3,642.00-
<hr style="border-top: 1px dashed black;"/>					
					3,642.00-
=====					

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 21ST DAY OF MAY , 2002



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

 COUNTY CLERK, MCLEAN COUNTY

RESOLUTION OF THE McLEAN COUNTY BOARD
PROCLAIMING JUNE 21, 2002
"WE CARRY THE TORCH DAY"
IN
McLEAN COUNTY

WHEREAS, June 21, 22, 23, 2002 have been declared "Special Olympics Illinois State Summer Games;" and,

WHEREAS, approximately 3000 police officers will carry the Flame of Hope nearly 1500 miles, running through thousands of Illinois communities via 22 different routes to its final destination, the Opening Ceremonies at Illinois State University; and,

WHEREAS, the Law Enforcement Torch Run is the single largest fund-raising event benefiting Special Olympics Illinois; and,

WHEREAS, Special Olympics Illinois provides training and competition in 18 sports, through more than 170 competitions, involving more than 19,000 athletes each year; and,

WHEREAS, the Executive Committee of the McLean County Board, at its regular meeting on Tuesday, May 14, 2002, recommended approval of a Resolution proclaiming June 21, 2002, as "We Carry the Torch Day" in McLean County; now, therefore,


BE IT RESOLVED by the McLean County Board as follows:


- (1) The McLean County Board hereby proclaims Friday, June 21, 2002, as "We Carry the Torch Day" in McLean County, Illinois.
- (2) The McLean County Board hereby encourages citizens throughout McLean County to support Special Olympics Illinois by wearing the pin, shirt, or hat designating the Law Enforcement Torch Run for 2002 and by volunteering time with the Summer Games.
- (3) The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the McLean County Sheriff and to the Executive Director of Special Olympics Illinois.

ADOPTED by the McLean County Board this 21st day of May, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

RESOLUTION of the McLEAN COUNTY BOARD
DECLARING AND PROCLAIMING
THURSDAY, MAY 23, 2002
AS "YWCA WOMEN OF DISTINCTION DAY" IN McLEAN COUNTY

WHEREAS, the Women of Distinction Awards Program is a nationally established YWCA event that recognizes the professional and personal achievements of women in McLean County; and,

WHEREAS, the Women of Distinction Awards Program recognizes the professional and personal achievements of women in our Community in the following six categories: Business, Education, Professions, Social Services, Harriet F. Rust Volunteer Service Award, and the *WINGS* Award; and,

WHEREAS, the recipients of the YWCA Women of Distinction Awards are leaders within their respective professions and their dedicated professional and personal service to the Community has improved the Quality of Life for all citizens of McLean County; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize the professional and personal achievements of the recipients of the 2001 YWCA Women of Distinction Awards by declaring Thursday, May 23, 2002, as "YWCA Women of Distinction Day" in McLean County; now, therefore,

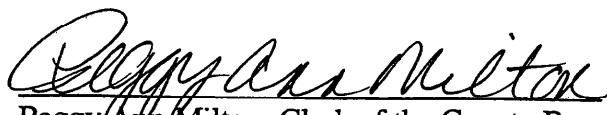
BE IT RESOLVED by the McLean County Board as follows:

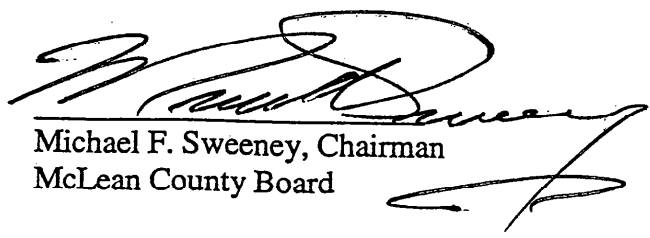
- (1) The McLean County Board hereby declares and proclaims Thursday, May 23, 2002, as "YWCA Women of Distinction Day" in McLean County, Illinois.
- (2) The McLean County Board hereby extends its congratulations to the recipients of the 2002 YWCA Women of Distinction Awards.
- (3) The McLean County Board hereby directs that a certified, original copy of this Resolution be prepared and forwarded to the Executive Director of the YWCA of McLean County.

ADOPTED by the McLean County Board this 21st day of May, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

May 14, 2002

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from Uniquely Bloomington! to decorate the trees on the grounds of the Old County Courthouse (McLean County Museum of History) with electric lights. The decorations will be part of the "Once Upon a Holiday Festival." Uniquely Bloomington! will be responsible for setting up and taking down the decorations and for all electric utility costs.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Heselton
Joseph Sommer

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
Ray Rodman
B.H. "Duffy" Bass

District #7
John J. "Jack" Pokorney
P.A. "Sue" Berglund

District #9
Gene Salch
Adam D. Kinzinger

District #2
Matt Sorensen
W. Bill Emmett

District #4
Susie Johnson
Dr. Robert L. Arnold

District #6
George J. Gordon
David F.W. Selzer

District #8
Paul R. Segobiano
Tarl Renner

District #10
Benjamin J. Owens
Bob Nuckolls

A



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX jack@McLean.gov

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

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

Date: April 5, 2002

Subj: **Uniquely Bloomington! Request to Display Holiday Lights**

Mr. Mike McNeil, Executive Director of Uniquely Bloomington!, has approached McLean County with a request to display holiday lights in the trees surrounding the old Courthouse this coming holiday season. His correspondence which contains his request is attached for your review. Their request is part of the project planned for the upcoming holiday season called "Once Upon a Holiday Festival". Their project, Mr. McNeil informs, is not based upon a religious theme.

Mr. McNeil and I have spoken by phone regarding the request. UB! will bear all costs for the lights and labor and the electrical cost to illuminate them. Illinois Power Company installed a special meter at the old courthouse a few years ago for a similar purpose.

Mr. Greg Koos, Executive Director of the McLean County Museum of History, the tenant in the old Courthouse approves of the request. His correspondence which contains his approval is attached for your review.

Facilities Management, therefore, forwards this request for your kind consideration and approval.

Thank you.

JEM:
enclosure

Moody, Jack

To: Mike McNeil
Subject: RE: Holiday lights at the Museum

Jack,
Uniquely Bloomington is requesting permission to decorate the trees on the McLean County Museum of History with electric lights. This will be a part of the Once Upon a Holiday Festival. We are in the process of getting donations for the lights and the labor. UB! will be responsible for the electricity cost. If we can not get donations we will not proceed. Greg Koos of the Museum supports our efforts. We need the permission of the County Board before we can proceed with our donation solicitation efforts.

Michael J McNeil
Executive Director
Uniquely Bloomington!

Moody, Jack

From: Greg Koos [gregkoos@mchistory.org]
Sent: Tuesday, March 26, 2002 12:22 PM
To: Mike McNeil; Michael F. Sweeney; Jack E. Moody; Lon Bradle
Subject: Re: Holiday lights at the Museum

Mike,
The museum in the past put lights up in the smaller trees. It looked great! We are supportive of this activity.
Thanks for suggesting it.
Greg

Mike McNeil wrote:

- >
- > Jack and Gregg
- > We have someone, Melanie Rust, who will try to get Christmas lights and
- > labor to install them donated, for all the trees in the courthouse lawn (the
- > small crabapples near the Museum and the larger trees near the curb) if we
- > can get permission to install them.
- > We don't want to start looking for those contributors until we have a yes on
- > permission.
- > We are aiming for this Christmas' Once Upon a Holiday celebration.
- > What do you think?



Customer Name: MC LEAN COUNTY GOVERNMENT
 Customer ID: L3097262022
 Proposal Number: 148646
 Prepared By: Karen Reyes
 Printed On: 03/18/02

**COMMUNICATIONS SYSTEMS
 MAINTENANCE AGREEMENT**
 FORM OO-175-0005

1	THIS AGREEMENT IS MADE BETWEEN		
A	Customer (subsequently referred to as "Customer")	B	(VERIZON Entity) (subsequently referred to as "VERIZON")
<p>CUSTOMER INFORMATION</p> <p>Customer Name MC LEAN COUNTY GOVERNMENT Customer Id L3097262022 Proposal Number 148646 Printed On 03/18/02 Prices Valid Thru 06/16/02 Prepared By Karen Reyes</p> <p>BILLING INFORMATION</p> <p>P.O. Number Tax ID Number Billing Contact JACK MELLIES <i>William Wasson</i> Telephone (309) 827-5344 <i>309 726-2022</i> Address COMLARA PARK 200 N MAIN STREET 13001 Recreation Area BLOOMINGTON, IL 61701 <i>Hudson, IL 61748</i></p> <p>EQUIPMENT LOCATION</p> <p>Contact JACK MELLIES <i>William Wasson</i> Telephone (309) 827-5344 <i>309-726-2022</i> Address COMLARA PARK RURAL ROUTE 1 13001 Recreation Area HUDSON, IL 61748</p>		<p>PROPOSED BY</p> <p>VERIZON Entity VERIZON NORTH INC. Account Executive Sandy Chambers Telephone (309) 663-3089 Mailing Address 1312 East Empire Street MC# ILLLC8E Bloomington, IL 61701</p> <p>REPAIR SERVICE INFORMATION</p> <p>Repair Service Telephone (800) 483-2000 Response for Major Failures 4 Hours Customer Help Line (800) 765-4357</p>	

2	MAINTENANCE COVERAGE AND PAYMENT OPTIONS				
Please select a Coverage Option by checking the appropriate box and circle the desired Billing option:					
<input checked="" type="checkbox"/>	OFFICE HOURS COVERAGE	Annual Payment(s)	Semi-Annual	Quarterly	Monthly
	Year 1	\$ 640.92	\$ 326.88	\$ 166.65	\$ 56.61
<input type="checkbox"/>	AROUND-THE-CLOCK COVERAGE	Annual Payment(s)	Semi-Annual	Quarterly	Monthly
	Year 1	\$ 801.12	\$ 408.60	\$ 208.29	\$ 70.77
Contract Term - 12 month(s)			Proposed Effective Date - 05/18/02		



**COMMUNICATIONS SYSTEMS
MAINTENANCE AGREEMENT**
FORM OO-175-0005

Customer Name:	MC LEAN COUNTY GOVERNMENT
Customer ID:	L3097262022
Proposal Number:	148646
Prepared By:	Karen Reyes
Printed On:	03/18/02

A	AGREED TO BY CUSTOMER	B	ACCEPTED BY VERIZON
Signature		Signature	
Printed Name	Michael F. Sweeney	Printed Name	
Title	Chairman, McLean County Board	Title	
Date	May 21, 2002	Date	

* After acceptance, VERIZON will return a copy of this Agreement to you for your files.	* Please DO NOT SEND PAYMENT with this Agreement, you will be invoiced after this Agreement has been accepted by VERIZON.
---	---

RETURN SIGNED AGREEMENT TO

VERIZON NORTH INC.
P.O. BOX 110
M3C-MC FLG2-510
Tampa, FL 336010110



Customer Name:	MC LEAN COUNTY GOVERNMENT
Customer ID:	L3097262022
Proposal Number:	148646
Prepared By:	Karen Reyes
Printed On:	03/18/02

**COMMUNICATIONS SYSTEMS
MAINTENANCE AGREEMENT**
FORM OO-175-0005

Terms and Conditions

This Maintenance Agreement is made for Verizon to maintain Customer's communications system (the "System") specified in the Equipment Location as noted above. The maintenance services ("Services") and the terms and conditions under which Services are performed are specified in Attachment A (Description of Services and Terms and Conditions). Service will be provided according to Hours of Coverage selected in the equipment section of this Agreement.

Service shall begin on the Proposed Effective Date listed on Page 1, or the date this Agreement is accepted by Verizon, whichever is later. The term of this Agreement is specified on Page 1. THIS AGREEMENT SHALL BE AUTOMATICALLY RENEWED FROM YEAR TO YEAR ON THE RENEWAL DATE, SUBJECT TO VERIZON'S THEN APPLICABLE RATES AND CHARGES. Verizon reserves the right to change maintenance pricing effective when the Agreement is renewed and will provide Customer with written notice of any pricing changes at least sixty (60) days prior to the Renewal Date. Customer may terminate the Agreement at the end of the initial or any renewal term by giving Verizon written notice at least thirty (30) days prior to the Renewal Date. Verizon may terminate the Agreement at the end of the initial or any renewal term by giving Customer at least thirty (30) days written notice prior to the Renewal Date. Verizon will invoice Customer for the Services plus applicable sales, use and other such taxes imposed by law, according to the annual, semi-annual, quarterly, or monthly payment option selected.

The System described in this Agreement is intended to be connected to the public switched telephone network. The Customer is solely responsible for selection and implementation of security features for defense against unauthorized calling, and for maintaining internal controls for protection against such unauthorized system calling. The Customer is solely responsible for payment of long distance toll charges made through use of the system and Verizon shall bear no responsibility or liability to Customer for payment.



DEPARTMENT OF PARKS & RECREATION
(309) 726-2022 Fax (309) 726-2025
Comlara Park Rural Route 1 Hudson, Illinois 61748

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

WRW

DATE: 04/22/02

RE: Verizon Telephone Maintenance Service Contract

Please find attached, an annual service contract for telephone systems that provide service to five buildings at COMLARA County Park. This contract includes repair service to the telephone system, phones, and wiring within the Park's boundaries. This coverage is provided Monday - Friday from 8:00 am - 5:00 pm. The Department has historically maintained "office hours" maintenance service. For repair service to the system. During system failures, a single line phone can be maintained to provide for essential communications.

The Department recommends approval of this contract and continuation of an annual payment schedules, based upon cost saving over the life of the contract.



Proposal No. 375 - L - 0363

Date April 22, 2002

Customer No. 00746078



By and Between Simplex Time Recorder and McLean County Highway Administration
 1090 North Main St. RR 1
 East Peoria, IL 61611 Bloomington, IL 61704
 (309) 694-8000 Attn: Tom Hawk
 Phone: 309-888-4120

Services will be provided at the following location(s):

Same as above

Simplex shall perform according to the terms and conditions on the pages that are attached and listed below:

Type of Service:

- Life Safety Service Agreement (FILE ALARM) - 1-100% Annual System Test and Inspections
- Standard Emergency Service
- Complete Documentation and Recommendations

Price: Annual Service Contract: \$1,400.00 1 year 2 years 3 years

The Customer agrees to purchase, and Simplex agrees to provide the services identified in this Agreement subject to management approval and continuance of credit approval by Simplex. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Simplex unless made in writing and signed by an officer or authorized manager of Simplex. The terms on the reverse side are part of this Agreement, and are hereby accepted by the undersigned.

Simplex Time Recorder Co.
 By Brad Van Beuning
 Service Sales Representative

Approved For Simplex
 By Tim Roth
 Branch Service Manager

Customer
 By Michael F. Sweeney
 Title Chairman, McLean County Board
 Date May 21, 2002
 P.O. Number _____

Service
 That's
 Always
 A Step 24

General Simplex Service Agreement

Terms and Conditions

GENERAL PROVISIONS

The CUSTOMER has selected the service level it desires after considering and balancing various levels of protection afforded, and their related costs. The CUSTOMER acknowledges and agrees that by this Service Agreement, Simplex, unless specifically stated, does not undertake any obligation to maintain or render the CUSTOMER's system or equipment as Year 2000 compliant, which for this purpose shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. The terms and conditions of this Agreement and any attached pages are an important part of this Agreement and are hereby incorporated by reference and accepted by the CUSTOMER. This writing is intended by Simplex and the CUSTOMER as a final expression of their Agreement and as a complete and exclusive statement of the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between Simplex and the CUSTOMER, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Simplex unless made in writing and signed by an officer of Simplex.

All work to be performed by Simplex will be performed during normal working hours (8:00 a.m. to 5:00 p.m. local time) of normal working days (Monday through Friday, excluding Simplex holidays), as defined by Simplex, unless additional times are specifically described in a special provision to this Agreement.

Simplex will service one or more system(s) components including hardware and/or software as described in the listed attachments ("Covered System(s)").

The CUSTOMER shall promptly notify Simplex of any malfunction in the Covered System(s) which come to the CUSTOMER's attention.

This Agreement assumes the Covered System(s) covered are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Simplex determines that repairs are necessary, repair charges will be submitted for approval prior to any work. Should these charges be declined, all items which are not repaired will be eliminated from the Services and the Agreement price adjusted accordingly.

Repair, replacement, and emergency response obligations, if any, apply only to the covered system(s) components. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

Reloading computer software, making repairs or replacements necessitated by reason of negligence or misuse of the equipment by others, or caused by lightning, electrical storm, or other violent weather, or by any other cause beyond Simplex's control, except ordinary wear and tear, is expressly excluded from this Agreement unless added by an express scope of work.

EMERGENCY SERVICE EXCLUSIONS

If Emergency Services are included, the Agreement price does not include travel expenses, parts and labor charges required as a result of accident, fire, storm, water, negligence, misuse, vandalism, power failure, current fluctuations, lightning strikes, failure due to non-Simplex installation, parts, service, attachments, or devices, or any other cause external to the Covered System(s).

PERIPHERAL DEVICES

The purchase of peripheral devices, (e.g. smoke detectors, passive infrared detectors, card readers, etc.) from Simplex shall be subject to the terms and conditions of this Agreement, notwithstanding any different terms and conditions in the CUSTOMER's purchase order. If, in Simplex's sole judgment, any peripheral device which is attached to the Covered System(s), whether manufactured by Simplex or a third party, interferes with the proper operation of the Covered System(s), the CUSTOMER shall remove or replace such device upon notice from Simplex. Failure of the CUSTOMER to remove the device shall constitute a material breach of this Agreement. If the CUSTOMER adds any third party device or equipment to the Covered System(s), Simplex shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

CUSTOMER RESPONSIBILITIES

CUSTOMER further agrees to:

- Provide Simplex access to the Covered System(s) to be serviced.
- Provide ladders, lifts, and any other equipment necessary for Simplex to access the Covered System(s) to be serviced.
- Supply suitable electrical service.
- Provide a safe work environment.
- In the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death and property damage. Such measures shall continue until the Covered System(s) are operational. Owner shall notify Simplex as soon as practical under the circumstances.
- To make payments as provided in this Agreement.

HAZARDOUS MATERIALS

The CUSTOMER represents that, except to the extent that Simplex has been given written notice of the following hazards prior to the execution of this Agreement, to the best of the CUSTOMER's knowledge there is no:

- "permit confined space," as defined by OSHA.
- risk of infectious disease.
- need for air monitoring, respiratory protection, or other medical risk.
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "hazardous conditions".

Simplex shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Simplex during the course of Simplex's work, the discovery of such materials shall constitute an event beyond Simplex's control and Simplex shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by the CUSTOMER, and payment of disruption expenses as determined by Simplex.

The CUSTOMER shall indemnify and hold Simplex harmless for any damages resulting from the exposure of workers to hazardous conditions, including damages for bodily injury and/or property damage, any consequential or indirect damages, and any attorneys' fees and expert costs incurred in connection with any such event, whether or not the CUSTOMER pre-notifies Simplex of the existence of said hazardous conditions.

This Agreement does not provide for the cost of disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services, which shall at all times remain the property of the CUSTOMER. Simplex shall not be responsible for removal and disposal of such hazardous materials.

SIMPLEX RESPONSIBILITIES

Simplex shall perform Service(s) in accordance with the level of service selected by the CUSTOMER. This includes, where applicable, the repair, adjustment, or replacement, at Simplex's sole option, of the Covered System(s).

PAYMENTS

Payment is due upon receipt of invoice. All payments for Service(s) shall be made in advance of the period during which Services are to be performed unless specifically described in a special provision to this Agreement.

CUSTOMER agrees to pay all taxes, permits, and other charges including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

Charges for work outside the scope of this Agreement shall be billed at the applicable Simplex rates for labor, materials and travel. CUSTOMER shall make payment within 15 days of receipt of an invoice for such work.

If CUSTOMER fails to make any payment due, Simplex shall have the right, at Simplex's sole discretion, to stop performing any Services until the account is current. CUSTOMER's failure to make payment when due is a material breach of this Agreement.

GENERAL ARBITRATION CLAUSE

Simplex and CUSTOMER agree to submit any and all claims that do not exceed \$150,000, arising from or relating to the performance of this Agreement to binding arbitration, before a single arbitrator, at the American Arbitration Association office nearest servicing Simplex branch office, in accordance with the Rules of the American Arbitration Association. Any arbitration award shall be final and binding and judgment upon the arbitration award may be had in any court having jurisdiction.

The Arbitrator shall not have the authority to issue any award exceeding \$150,000 to either party. Moreover, the Arbitrator shall limit the arbitration duration to no more than two (2) days of hearings. The hearing may only continue a third day upon a written determination by the Arbitrator that a third day is necessary in the interest of justice, to allow inclusion of all relevant evidence. In no event shall the Arbitrator have the authority to hold hearings that in total exceed three (3) days. The arbitrator shall limit each party to one (1) full day of presentation time which may be utilized for direct or cross-examination, and the introduction of evidence. The Arbitrator will award to the prevailing party or Simplex and CUSTOMER such sums as are proper to compensate for the time, expense, and trouble of arbitration, including all arbitration costs and fees, and attorney fees.

TERM OF AGREEMENT

This Agreement will begin on the Agreement Date indicated on the front page and continue for an initial term of one (1) year, and continue thereafter from year to year unless terminated. The CUSTOMER may terminate this Agreement at the end of any service year by giving

written notice thirty (30) days prior to the anniversary date. Simplex may terminate this agreement at any time upon thirty (30) days written notice to the CUSTOMER. Upon termination by Simplex, Simplex shall return any prepaid but unearned payments.

WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SIMPLEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT SUPPORTED HEREUNDER. SIMPLEX MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT SIMPLEX' PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

LIMITATION OF LIABILITY

It is understood and agreed by the CUSTOMER that Simplex is not an insurer and that insurance, if any, covering personal injury and property damage on the CUSTOMER's premises shall be obtained by the CUSTOMER; that Simplex is being paid for the Services and/or maintenance of the Covered System(s) designed to reduce certain risks of loss. Simplex is not guaranteeing that no loss will occur, and CUSTOMER agrees that Simplex is not responsible for any losses which may occur, even if such loss is due to Simplex's negligent performance or failure to perform any obligation under this Agreement, or the performance or failure of any Simplex device or Covered System(s).

LIQUIDATED DAMAGES LIMITATIONS OF REMEDY

Simplex and CUSTOMER agree that it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the Covered System(s) or failure to perform, or negligent performance of Services; if, notwithstanding the above provisions, there should arise any liability on the part of Simplex, such liability shall be limited to an amount equal to two thousand five hundred dollars (\$2,500) or one half the Agreement price, whichever is less. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty. IN NO EVENT SHALL SIMPLEX BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. SIMPLEX SHALL NOT BE RESPONSIBLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.

INSURANCE

CUSTOMER shall list Simplex, its officers, employees, agents, subcontractors, suppliers and representatives as additional insureds on all its insurance policies in effect on the premises.

INDEMNITY

CUSTOMER agrees to indemnify, hold harmless and defend Simplex against any and all losses, damages, costs and expenses including reasonable defense costs, arising from any claim that any acts or omissions of CUSTOMER caused personal injury, property damage or economic loss. Simplex reserves the right to be represented in any such action by its own counsel at its own expense.

FORCE MAJEURE

Simplex shall not be responsible for failure to render Services due to causes beyond its control including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God, or any other cause beyond the control of Simplex.

WAIVER OF SUBROGATION

CUSTOMER does hereby for itself and all others claiming for it under this Agreement, release and discharge Simplex from and against all hazards covered by CUSTOMER'S insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Simplex.

ONE YEAR LIMITATION ON ACTIONS; CHOICE OF LAW

It is agreed that no suit, cause of action or arbitration shall be brought against either party more than one (1) year after the accrual of the cause of action and or claim arises, whether known or unknown when the claim arises or whether based on tort, contract or any other legal theory. For purposes of this section, an arbitration has not been brought until the demanding party has complied with the applicable demand and filing requirements of the American Arbitration Association. The laws of Massachusetts shall govern the validity, enforceability and interpretation of this Agreement, including in any arbitration brought hereunder.



Special Provisions

THIS IS A MODIFIED FULL SERVICE AGREEMENT WITH THE FOLLOWING PROVISIONS:

1. TEST AND INSPECTION SERVICES: Under this agreement, Simplex factory trained technicians will perform 1-100% Annual inspections and functional/ diagnostic tests of panel functions, auxiliary/ monitoring functions, and all accessible peripheral devices listed and currently on-line with the facility Life Safety system. Tests will be scheduled in advance, and at the convenience of customer's staff. Simplex technicians will need the assistance from customer's staff for access to all areas of the facility in order to locate devices and ensure efficient transition between areas. (See "List of Equipment" page for equipment to be tested)

Note: If equipment or devices are out of reasonable reach, customer will need to provide safe access (i.e. Scaffolding, mechanical lift, ladders, etc.). If requested in advance, Simplex can provide this equipment for an additional cost.

FUNCTIONAL TESTING: In accordance with NFPA 72, all accessible peripheral devices will be functionally tested. Smoke detectors will be functionally tested using a smoke generator, punk stick, or other method acceptable to the manufacturer. "Canned Smoke" will not be used for this task, per manufacturer's recommendations.

2. DOCUMENTATION: All accessible components and devices will be logged for:

- Exact location
- Test results/applicable voltage readings
- Any discrepancies noted, recommendations for correction, and any corrections made on site

Documentation will be provided to the customer. Copies will be kept on file by the Simplex branch office for five years.

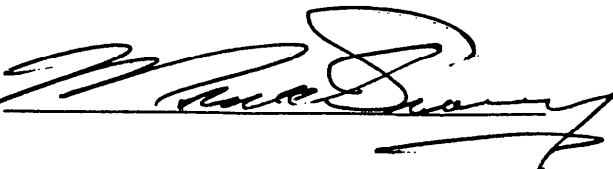
3. EMERGENCY SERVICE: This agreement provides for emergency service calls at no additional cost.

Standard Service- Provided during normal working hours (Mon - Fri, 8am - 5pm, excluding holidays)

24 hr/ 7 day Service- Provided 24hrs/ day, 7 days/ week, including holidays. These provisions includes Labor, travel, and mileage charges for repairs associated with normal equipment failures. (see Emergency Service Exclusions). This provision covers labor to troubleshoot and diagnose system problems, and to replace panel components and failed peripheral devices (i.e. smoke detectors, pull stations, horns, strobes, etc.). **Note:** With Standard Emergency Service, customer is invoiced at standard (normal working hrs) labor rate for billable after hours service calls.

4. SERVICES NOT INCLUDED IN THIS AGREEMENT:

REPLACEMENT PARTS OR DEVICES: This agreement does not provide for any replacement parts or devices. Any replacement parts or devices needed to repair system can be provided at customer's request at additional cost.

Customer: 
Simplex: _____
Date: _____

CC: Tom Hawk

Service
That's
Always
A Step
→ Ahead.



Fire Alarm and Security System Services

Simplex will test and inspect the Fire Alarm and/or Security System described in the attached list of equipment and/or on the following system drawings: (See list of equipment)

Testing and Inspection

Testing Intervals: 1-100% Annual

Each inspection call will be scheduled by Simplex so that all tasks are performed using properly trained technicians and the special tools and instrumentation required to analyze the system to maintain its proper performance.

Simplex will perform prescheduled test(s) on equipment listed. Simplex will provide the Customer with a report that such tests have been completed.

Predictive Maintenance

Simplex will analyze equipment covered under this Agreement to detect potential failures. If corrective actions are found necessary, repair charges will be submitted for Customer's approval.

Component Replacement

Simplex will replace or repair failed components and parts that are covered under this Agreement. Simplex will also repair components that are approaching the failing point.

Emergency Service

All of the above procedures are designed to reduce the requirement for emergency services. If required, Simplex will provide emergency service to provide minimum system downtime.

CC: Tom Hawik

Service
That's
Always
A Step
— Ahead.

Terms And Conditions

General Provisions

This Agreement assumes the system covered to be in maintainable condition. If repairs are found necessary upon initial inspection, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from the program and the Agreement price adjusted accordingly.

It is understood that repair, replacement, and emergency service provisions apply only to the systems and equipment covered by this Agreement. Repair or replacement of non-maintainable parts of the system such as, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and other non-moving parts, is not included under this Agreement.

Simplex will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the equipment by others, or caused by lightning, electrical storm, or other violent weather, or by any other cause beyond Simplex's control except ordinary wear and tear.

This Agreement includes and incorporates all of the terms and conditions found on the reverse of the coversheet to which this rider is attached.

Emergency Service Exclusions

Emergency Service does not include travel expense, parts and labor charges required as a result of accident, fire, storm, water, negligence, misuse, vandalism, power failure, current fluctuations, lightning surges, failure due to non-Simplex installation, parts, service, attachments, or devices, or any other cause external to the equipment. Emergency Service will be provided within 24 hrs. of notification Monday thru Friday. All services will be provided during Simplex's normal business hours unless outlined as a special provision to the contract.

Peripheral Devices

Any additional peripheral devices, (i.e., smoke detectors, heat detectors, manual pull stations, etc.) purchased from Simplex shall be subject at the time of attachment to the system to the terms and conditions of the Agreement. Breach of this Agreement will result if, in Simplex's sole judgment, any peripheral device is attached to the system, interferes with the proper operation of the system and Customer fails to remove or replace such system components upon notice from Simplex.



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All specifications and other information shown were current as of publication, and are subject to change without notice. Printed in U.S.A.
1995 Simplex Time Recorder Co.

tyco

Fire &
Security

SimplexGrinnell

SimplexGrinnell LP
1090 North Main Street
East Peoria, IL 61611

Tele: 309-694-8000
Fax: 309-694-8007
www.simplexgrinnell.com

April 22, 2002

McLean County Highway Administration
Attn: Tom Hawk
RR 1
Bloomington, IL 61704

Re: Service Agreement for non-fire alarm equipment

Tom:

Thank you for your interest in a service agreement for the Simplex Security System.

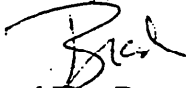
This service agreement will include:

- 1) 1-100% preventative maintenance inspection annually
- 2) Unlimited service calls (M-F, 8-5)
- 3) Replacement parts coverage for 3007-9002 main controller and (3) 3007-9501 keypads

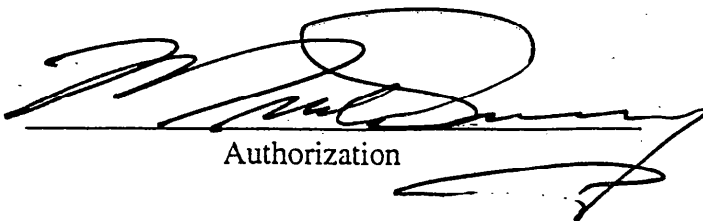
The proposed price for this category of service will be: \$560.00 billable annually, in advance. To implement this option simply authorize below and either fax this proposal to my attention at (309) 694-8007 or include it in the postage-paid envelope I've included with the authorized fire alarm service agreement.

If you have any questions please call me toll-free at (800) 747-8787. We look forward to exceeding your expectations!

Sincerely,



Brad Van Beuning
SimplexGrinnell Service Representative



Authorization

PO # (if needed)

Date

Elevator Maintenance Agreement.

To: McLean County Facility
104 W. Front St.
Bloomington, IL 61702

(Hereinafter Purchaser)

For: Government Center
115 E. Washington St.
Bloomington, IL 61702

By: ThyssenKrupp Elevator
2200 W. Townline Rd.
Peoria, IL 61615
309-691-2596

UNITS TO BE MAINTAINED

Unit Quantity	Manufacturer	Type of Unit	Unit ID or Serial #	Number of Stops
Two (2)	MECO	Trac/Pass	CT45453/54	Six (6)
One (1)	OTIS	Trac/Pass		Six (6)
One (1)	Rotary	SideWalk/Lift		Two (2)

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment as outlined in this agreement. We will endeavor to provide a comprehensive maintenance program to maximize the performance, safety, and life span of your equipment.



Dependable maintenance.

ThyssenKrupp Elevator will perform the following services:

Examine the elevator equipment for optimum operation. Our examination, lubrication, and adjustment will cover the following component groups and related equipment of your elevator system:

- Control and landing positioning systems
- Signal fixtures
- Machines, drives, motors, governors, sheaves, and ropes
- Power units, pumps, valves, and jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers, car frames and platforms, and counterweights
- Safety mechanisms

Lubricate equipment for smooth and efficient performance.

Adjust elevator parts and components to maximize the elevator's performance and safe operation.

Relamp all signals as required (during regularly scheduled visits).

Repair or replace components worn due to normal wear. Refer to "Other considerations" section for items not covered.

Test equipment as outlined in the American National Standard Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the date this agreement begins (only if box is checked). We will perform governor and safety tests on traction elevators once per year and relief pressure tests on hydraulic elevators once per year. You agree to pay for any costs of the inspector or inspection fees.

We will maintain your escalator(s) as outlined in Addendum E1.

By highly-trained ThyssenKrupp Elevator professionals.

ThyssenKrupp Elevator-employed and supervised elevator technicians, who are among the most trusted in the industry, will

provide all maintenance courteously and dependably. Our elevator technicians receive ongoing training in general equipment development as well as advancements made to your specific elevators.

With assurance of the ThyssenKrupp Elevator standard of quality.

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with the tools, documentation and knowledge to troubleshoot your unique system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment.

ThyssenKrupp Elevator maintains a comprehensive parts inventory to support our field operations. Replacement parts are stored throughout North America in ThyssenKrupp Elevator facilities, and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in your elevators will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator.

In a timely and responsive manner.

We will visit your elevators on a regularly scheduled basis. These visits will be performed during normal business hours, Monday through Friday, 8:00 am to 4:30 pm (except scheduled holidays). We will respond to callbacks during these hours at no extra charge. Callbacks are defined as minor adjustments or emergency entrapments. Callbacks outside of our normal business hours and any overtime work or testing that you request will be billed based on the checked option below:

Callbacks outside of normal business hours will be billed at standard overtime rate. You agree to pay for travel time for any overtime service.

On callbacks outside of normal business hours, we will absorb the worked hours at straight time rates and you will be charged for the overtime premium portion only, including for travel time.

On all callbacks, we will absorb overtime premium expenses.

In the event a problem occurs between visits, our technicians will respond promptly. You can reach us at our local office or you may call our national dispatch network at 800-518-7750. A trained representative will handle your call quickly and professionally.

At a reasonable cost.

The price for the services as stated in this agreement shall be Seven Hundred Thirty Five Dollars (\$735.00) per month, excluding taxes, payable quarterly in advance. Non-payment by the Purchaser of any monies owing under this agreement shall result in the accrual of interest on the delinquent monies at the maximum rate allowable by law. Time is of the essence.

This agreement is effective for one (1) year starting June 1, 2002 and is non-cancelable, except with thirty (30) days written notice for reasons of non-performance. ~~To ensure continuous service, this agreement will be automatically renewed for successive year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial year period, or ninety (90) days before the end of any subsequent year renewal period. Notice shall be sent by certified mail, return receipt requested. Time is of the essence.~~ *JS*

Special conditions.

Contract term from June 1, 2002 thru May 31, 2003.

Your responsibilities.

Product information. You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety. You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notify us at once, and keep the equipment shut down until the completion of any repairs. You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel a safe place in which to work. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place in which to work. You agree to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids.

Other. You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, you agree to see that such successor is made aware of this agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement, and subject to termination as herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against us or our employees of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment, specifically including claims or losses alleged or proved to have arisen from the joint or sole negligence of ThyssenKrupp Elevator or our employees.

You expressly agree to name ThyssenKrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph. You hereby waive the right of subrogation.

Other considerations.

Items not covered. We do not cover cosmetic, construction, or ancillary components of the elevator system,

including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.

Annual price adjustments. As the costs we incur for providing elevator service increase and decrease annually, we will adjust the price of your service accordingly on an annual basis. We will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance.

Pricing may also increase or decrease in the event the equipment is modified from its present state.

Overdue invoices. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to overdue accounts. If you do not pay any sum within sixty (60) days from the billing date, we may also choose to do one of the following: 1) suspend all service until all amounts due have been paid in full, or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for damages or injuries to persons or property from the lack of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator of any costs we incur as a result of the suspension of service.

Non-performance. "Non-performance" is defined as our inability to remedy any deficiencies within thirty (30) days after receiving written notification from you.

Other conditions. With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations in the existing design or function of the unit(s). We shall not be obligated to service, make renewals or repairs upon the equipment by reason of obsolescence, misuse of the equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, or any other reason or cause beyond our control. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been made. We shall not be liable for damage to the building structure resulting from the performance of safety tests. Should the respective system fail any of the required tests, it shall be your sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this agreement.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party

shall be entitled to recover all costs and reasonable attorney's fees.

~~You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Du Page, Illinois.~~ *[Handwritten initials]*

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Acceptance.
Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator manager.

Accepted:

THYSSENKRUPP ELEVATOR CORPORATION

By: *Steve Gilles*
(Signature of ThyssenKrupp Elevator Representative)

Steve Gilles

309-691-2596

Date: 4/12/02

GOVERNMENT CENTER

By: _____
(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____

Date: _____

ThyssenKrupp Elevator Approval:

By: _____

Title: Branch Manager

Date: _____

ThyssenKrupp Elevator



March 12, 2002

RECEIVED

APR 15 2002

Facilities Mgt. Div.

Jack E. Moody, CFM
Director Facility Management
McLean County
104 Front St.
Bloomington, IL 61702

Re: Government Center

Dear Mr. Moody:

ThyssenKrupp Elevator Company, formally Dover Elevator Company, is pleased to offer our proposal to perform maintenance on the four elevators at your buildings located at 115 E. Washington St. Bloomington, IL. Please find enclosed a contract proposal for a one-year service period.

ThyssenKrupp Elevator Company has a diverse customer base in central Illinois consisting of over 700 total units on service, all of whom have different needs. The range of equipment we maintain runs from A to Z, with Montgomery and Dover solidly in the forefront. Please see the attached page of references for buildings in your area that we maintain on contract.

ThyssenKrupp Elevator Company has set a goal to become the industry leader in service quality. With this in mind, we have assembled a staff of experienced and knowledgeable service technicians to service our customers. Please see the attached page of Contractor's Qualification information for a list of employees who are dedicated to meet the customers needs.

We sincerely hope that you choose ThyssenKrupp Elevator Company as your Elevator Maintenance provider and we look forward to continuing our good working relationship with the Warren County Housing Authority. Should you have any questions or require anything further, please feel free to call me at this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Gilles'.

Steve Gilles
Service Sales Representative
ThyssenKrupp Elevator



CONTRACTOR'S QUALIFICATION INFORMATION

CONTRACTOR ORGANIZATION:

ThyssenKrupp Elevator Company
2200 W. Townline Rd.
Peoria, Illinois 61615

24 hour service (309) 691-2596
Facsimile (309) 691-3539

The central Illinois branch office responsible for sales, service and installation was reorganized in 2001 as ThyssenKrupp Elevator Company. Prior to that time this office was Dover Elevator Company, a sales, service and installation organization.

1. Your primary regular serviceman will be:

Brian Schaub
Macinaw, IL.
22 years in the trade
19 years as service and repair mechanic
16 years – Montgomery
6 years – Dover

OTHER SERVICE REPRESENTATIVES AVAILABLE FOR ON-CALL SERVICE:

Mike Gilles
Kickapoo, IL.
21 years in the trade
18 years as service
5 years- Montgomery
9 years- Otis
7 years- Dover

Rick Gilles
Edwards IL.
21 years in the trade
17 years service
17 years – Montgomery
3 years – Otis
1 years – Dover

Page 2.

1. ThyssenKrupp Elevator Company has in-house technical services department staffed with full time experienced elevator technicians who have extensive knowledge of numerous manufacture's of elevator equipment.
2. ThyssenKrupp Elevator Company has an office/warehouse facility located on the Northwest side of the city in Pioneer Park which is stocked with the most common parts and supplies required for routine maintenance of Montgomery/Kone elevator equipment.
3. Unusual parts required are available from Adams Elevator Parts Company, an Montgomery/Kone parts supplier. In a shut down situation, most parts are available same or next day.
4. Our local office consists of the following personnel:

Bill Jordan – Superintendent
David Hirschy – Branch Manager
Steve Gilles – Service Sales
Sherry Evans – Secretary
Lib Hirschy – Service Dispatcher
5. See attached technical services booklet for training information.

Should you require any further information, please feel free to call me at this office.

Sincerely,

Steve Gilles,
Service Sales Rep.



CONTRACT SERVICE REFERENCES

Bromenn Medical Office
Virginia at Franklin
Normal, IL. 61761
Jessica Blankenship 309-454-0755

Country Life Insurance Company
1711 GE Road
Bloomington, IL. 61701
Angelo Pedro 309-~~557-2022~~ 821-2853

Illinois Farm Bureau
1701 Towanda Ave.
Bloomington, IL. 61701
Ray Fisher 309-557-2310

Carle Clinic
1701 E. College Ave.
Bloomington, IL. 61704
Diane Fishering 309-664-3030
3003

Mid-Illinois Title
102 N. Main St.
Bloomington, IL. 61702
Doug Williams 309-827-4306



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

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

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

Date: April 15, 2002

Subj: **Government Center Building**

In accordance with the lease agreement for the Government Center building, 115 E. Washington Street, Bloomington, Illinois, the County of McLean receives all revenues and pays all building related maintenance and repair expenses effective January 1, 2002.

The existing elevator contract is under the name of the City of Bloomington. We are not permitted to pay expenses on a contract that is not with McLean County. The current contract is with Long Elevator Company at \$1,080.00 per month. Government Center has three (3) passenger elevators and one side walk elevator that need to be covered by a service and maintenance agreement. Elevator repair is beyond the scope of our maintenance staff.

Facilities Management, therefore, has met with and solicited quotes from the three (3) elevator companies that service Bloomington and Normal, Illinois, for the elevators that are located in that facility. Those three elevator companies are KONE Elevator (formerly Montgomery), Long Elevator, and TyssenKrupp Elevator (formerly Dover Elevator).

For service, routine maintenance, and required annual testing and certification, below are listed the quotes we received:

<u>Provider:</u>	<u>Monthly Cost:</u>
Long Elevator	\$1,080.00 (current contract and new quote)
KONE Elevator	900.00
TyssenKrupp Elevator	735.00

We have performed a reference check on TyssenKrupp Elevator Company and learned that the listed references listed are completely satisfied with the quality of service they receive.

Government Center Building
April 15, 2002
Page two

TyssenKrupp proposes to provide standard service agreement coverage on the elevators at Government Center for \$735.00 per month for one year beginning June 1, 2002. The annual savings by changing providers is \$4,140.00.

Mr. Eric T. Ruud, Chief Civil Assistant States Attorney has reviewed the TyssenKrupp contract proposal and finds it consistent with similar contracts we have engaged previously for this service.

Long Elevator is aware of the current contract problem and has in fact submitted a proposal.

Because we are required to pay invoices under our own contract, because TyssenKrupp has demonstrated satisfactory quality service to large area firms, and because we stand to realize an annual savings of \$4,140.00, Facilities Management therefore requests your kind review and approval of the attached. If approved, we request this matter appear as an action agenda item at the May 2002 McLean County Board meeting.

If we can provide any additional information, please let us know at your convenience.

Thank you.

JEM:
Enclosures

Cc: Mr. Eric T. Ruud, Chief Civil Assistant States Attorney
Honorable Jackie Dozier, County Auditor



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

May 14, 2002

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the recommendation received from the Director of Facilities Management to purchase and install a ground-mounted Data-Aire dry cooler unit (Model DAFC-8032 Fluid Cooler) at the Old County Courthouse. The cost of the Data-Aire dry cooler unit is \$19,904.00.

Your PROPERTY COMMITTEE herewith further respectfully recommends that the Data-Aire dry cooler be purchased from Brucker Company, Peoria, Illinois, the only authorized distributor for Data-Aire equipment.

Funds for this purchase have been appropriated in the Fiscal Year 2002 appropriated budget of the Facilities Management Department, Courthouse Maintenance Program.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Joseph Sommer

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
Ray Rodman
B.H. "Duffy" Bass

District #7
John J. "Jack" Pokorney
RA. "Sue" Berglund

District #9
Gene Salch
Adam D. Kinzinger

District #2
Matt Sorensen
W. Bill Emmett

District #4
Susie Johnson
Dr. Robert L. Arnold

District #6
George Gordon
David F.W. Setzer

District #8
Paul R. Segobiano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolls

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RECEIVED
MAY 30 2002
Facilities Mgt. Div.

7700 N. Harker Drive Suite B, Peoria, IL 61615
PH. (309) 691-5160 FAX (309) 691-6437

~~ENVIRONMENTAL CONTROL SERVICES~~

QUOTATION

TO: McLean County
Attention: Tom Hawk

DATE: April 24, 2002

PAGE 1 OF 1

PROJECT: McLean County Courthouse **REVISED**

ARCHITECT AND/OR ENGINEER: _____

ITEM	QUANTITY	DESCRIPTION	PRICE
------	----------	-------------	-------

Data-Aire Computer Room Units

- | | | | |
|----|---|--|--|
| 1. | 1 | Model DAFC-8032 Fluid Cooler <ul style="list-style-type: none"> • Factory supplied and mounted 10 hp pump • Pump enclosure • Unit mounted disconnect • Unit mounted controls • Expansion tank | |
|----|---|--|--|

Total Net Price: \$19,904.00

Lead time is approximately 4 weeks.

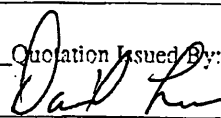
This quotation is for acceptance within (30) days from the date hereof, and the prices quoted apply to the quantity set forth herein for delivery as scheduled above. Your order will be received subject to acceptance by Seller's Home Office in Elk Grove Village, Illinois, by an officer of the company, upon and subject to the terms stated on reverse side hereof.

The undersigned hereby offers to purchase the material described above:

Quotation Issued By: **Brucker Company**

BY 
PURCHASER

PER



David Lee

DATE April 23, 2002

Quote Number: 02-0071

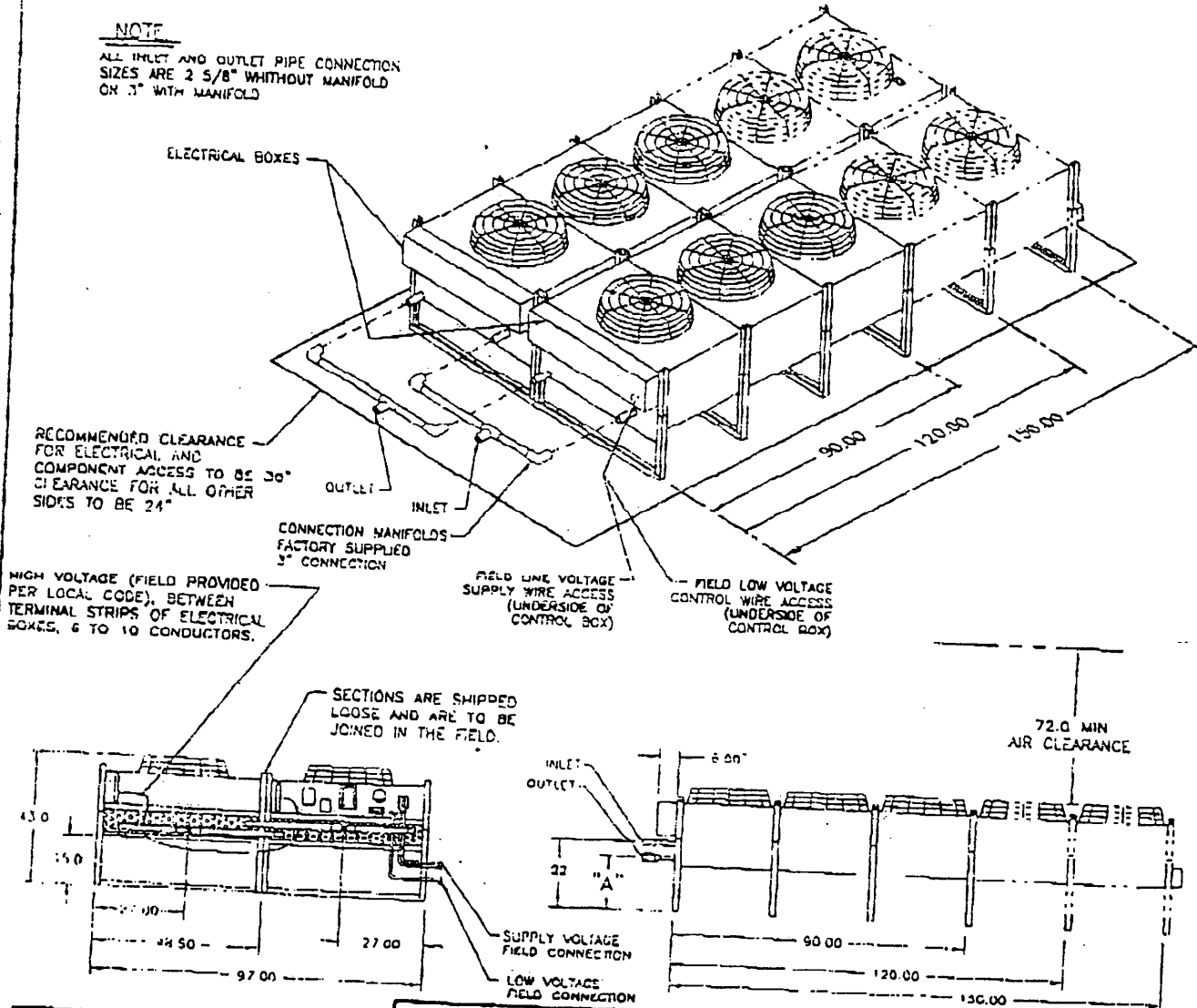
ell

DOUBLE WIDE FLUID COOLERS DAFC MODEL 57 THRU 100

A DOUBLE WIDE FLUID COOLER SHIPS AS TWO EQUALLY SIZED SECTIONS THAT MUST BE MOUNTED SIDE BY SIDE AND RE-CONNECTED UPON INSTALLATION. THE PIPING CAN BE JOINED USING A FACTORY PROVIDED MANIFOLD KIT. A SINGLE SOURCE OF LINE VOLTAGE POWER IS REQUIRED. HIGH VOLTAGE WIRING FROM ONE ELECTRICAL BOX TO THE OTHER IS REQUIRED. THE SECTION ON THE RIGHT HAS A COMPLETE ELECTRICAL BOX. THE OTHER HAS AN ELECTRICAL BOX THAT ONLY HAS A TERMINAL BLOCK. WIRING MUST BE FIELD CONNECTED BETWEEN THE ELECTRICAL BOX OF THE RIGHT SECTION TO THE ELECTRICAL BOX ON THE LEFT. FANS WILL CYCLE IN BANKS OF TWO. REFER TO LOCAL ELECTRICAL CODES. LOW DECIBEL FLUID COOLERS HAVE "LD" AT END OF MODEL NUMBER.

NOTE

ALL INLET AND OUTLET PIPE CONNECTION SIZES ARE 2 5/8" WITHOUT MANIFOLD OR 3" WITH MANIFOLD



MODEL NUMBER	LENGTH	"A"	UNIT NET WT.	QTY. MOTORS	STANDARD FLUID COOLER				LOW DECIBEL FLUID COOLER					
					H.P.	RPM	TOTAL CFM	MOTOR FLA		H.P.	RPM	TOTAL CFM	MOTOR FLA	
DAFC 57	92-1/4"		1330	6	3/4	1075	29,500	25.2	12.6	1/2	850	23,600	19.2	9.6
DAFC 61	122-1/4"		1490	8	3/4	1075	40,000	33.6	16.8	1/2	850	32,000	25.6	12.8
DAFC 75	122-1/4"		1690	8	3/4	1075	39,000	33.6	16.8	1/2	850	31,200	25.6	12.8
DAFC 80	127-1/4"	18	2200	8	3/4	1075	38,000	33.6	16.8	1/2	850	30,400	25.6	12.8
DAFC 88	152-1/4"		2920	10	3/4	1075	49,000	42.0	21.0	1/2	850	39,200	32.0	16.0
DAFC 100	152-1/4"		3120	10	3/4	1075	48,000	42.0	21.0	1/2	850	38,400	32.0	16.0

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Fluid Coolers

STANDARD REMOTE OUTDOOR TYPE - MODEL DAFC

Unit Cabinets are constructed of heavy duty gauge corrosion resistant galvanized steel with a powder coated finish, thoroughly reinforced with riveted gussets.

Fan outlets provide additional strength to fan panel and assure even air flow for quiet operation.

Mounting legs are constructed of heavy duty galvanized steel and are shipped with the unit for field installation.

The condenser coil is constructed of plate type die formed, aluminum fins mechanically bonded to copper tubes and employ full height, self-spacing collars which completely cover the tube surface. The coil is pressure and leak tested at 425 PSIG air under warm water, evacuated, dehydrated, and sealed with caps on connections.

Propeller type fans, carefully matched to the coil, cover a large percentage of the coil face area providing a uniform air distribution. The direct drive fans have heavy duty gauge aluminum blades securely riveted to zinc plated, chromate treated center hubs. All fans are statically and dynamically balanced before shipment and operate at low tip speeds for minimum vibration and low sound levels.

The fan motors are heavy duty PSC or three phase motors with permanently lubricated ball bearings. All motors are thermally protected against burn-out and may be started by a single contactor. Protective slingers shield the motors from weather damage.

All motors are factory wired with leads terminating in a weather protected junction box located on the outside of the unit casing. Fan motors are 1/2 horsepower, 1075 RPM.

The fan guards are constructed of heavy gauge, close meshed steel wire powder coated for corrosion resistance.

All Data Aire DAFC type condensers are E.T.L. listed.



Facilities Management

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

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

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

Date: April 23, 2002

Subj: Data-Aire Unit at old Courthouse

The ground-mounted Data-Aire dry cooler unit at the old Courthouse, which was installed in the summer of 1991, needs to be replaced. This unit is the main dry cooler unit which eleven in-house climate control units are connected to. It provides important humidity and climate control for all exhibit rooms in the facility. It was installed during the remodel project of the old Courthouse. Under the terms of our lease agreement with the McLean County Museum of History, the County is required to maintain all mechanical system units. This unit operates 24-hours a day, seven days a week, and has been working continuously for more than eleven years.

Contained in the Adopted McLean County Budget for FY 2002 for the old McLean County Courthouse, account 0001-0041-0049-0838.0001 under Purchase of Machinery and Equipment, is an approved dollar amount of \$28,300 to replace the unit.

We are required to replace the unit with another Data-Aire unit in order for the installation as well as replacement equipment to maintain full-warranty. Brucker Company, Peoria, Illinois, is the area dealer and the only Data-Aire distributor located in the state of Illinois. We have experience with this firm as they have maintained the current unit and the eleven closet installed units. Because we are required to replace the existing Data-Aire unit with another Data-Aire unit, and because Brucker is the only authorized distributor for Data-Aire in the state of Illinois, we are therefore submitting for your kind consideration and approval the enclosed proposal from Brucker Company for a Data-Aire model DAFC-8032 Fluid Cooler unit for \$19,904.00.

Facilities Management plans to install the unit using in-house staff. At start-up time Brucker will certify the installation and start-up for the warranty. We will, therefore, use about \$3,000.00 of the remaining budget for needed expenses such as plumbing parts and supplies to complete the installation.

Data-Aire Unit at Old Courthouse

April 23, 2002

Page two

The proposed retrofit replacement unit is sized larger than the current unit for the ability to expand the units inside the old Courthouse. The current unit is at maximum capacity.

Facilities Management therefore requests and recommends approval of the attached proposal from Brucker Company for \$19,904.00 as the sole-source vendor for this project.

Thank you for your kind consideration of this matter.

JEM:

Enclosures

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF H. DONALD MERRITT JR.
AS A TRUSTEE OF THE
BLOOMINGTON-NORMAL WATER RECLAMATION DISTRICT

WHEREAS, due to the expiration of term of H. Donald Merritt, Jr. as a Trustee of the Bloomington-Normal Water Reclamation District, it is advisable to consider an appointment or reappointment to this position; and,

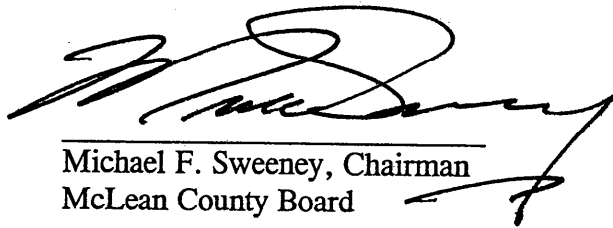
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 2805/3 and 70 Illinois, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of H. Donald Merritt Jr. as a Trustee of the Bloomington-Normal Water Reclamation District for a three year term scheduled to expire on the first Monday in May, 2005 or until a successor shall have been qualified and appointed.

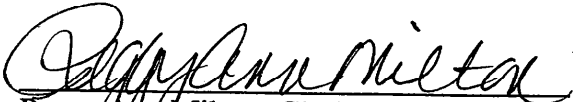
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to H. Donald Merritt Jr. and Peter Brandt, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 21st day of May, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF JEFF PAXTON
AS A COMMISSIONER OF THE
BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT

WHEREAS, due to the expiration of term of Jeff Paxton as a Trustee of the Bloomington Township Public Water District, it is advisable to consider an appointment or reappointment to this position; and,

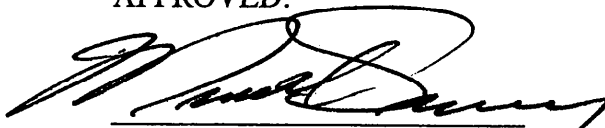
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 5/3.1, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jeff Paxton as a Trustee of the Bloomington Township Public Water District for a term of five years scheduled to expire on the 1st Monday in May, 2007, or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Mr. Jeff Paxton and Mr. Dan Deneen, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 21st day of May, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION OF REAPPOINTMENT OF GERALD PICKETT
AS A TRUSTEE OF THE CLEARVIEW SANITARY DISTRICT

WHEREAS, due to the expiration of term of Gerald Pickett as Trustee of the Clearview Sanitary District, it is advisable to consider an appointment or reappointment to this position for a three year term; and


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

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Gerald Pickett as a Trustee of the Clearview Sanitary District for a three-year term scheduled to expire on the first Monday in May, 2005, or until a successor shall has been qualified and appointed.

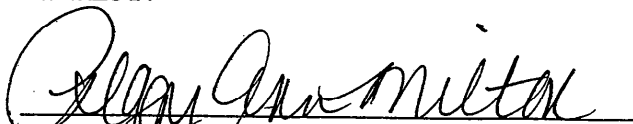
BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Mr. Gerald Pickett and Mr. Dan Deneen, Attorney for the Clearview Sanitary District.

ADOPTED by the County Board of McLean, County, Illinois this 21st day of May, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JOSEPH R. STEPHENS
AS A MEMBER OF THE McLEAN COUNTY BOARD OF REVIEW

WHEREAS, due to the expiration of term on June 1, 2002 of Joseph R. Stephens as a member of the McLean County Board of Review, it is advisable to consider a reappointment to this position; and,


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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Joseph R. Stephens as a member of the McLean County Board of Review for a term of two years to expire on June 1, 2004 or until a successor shall have been qualified and appointed.

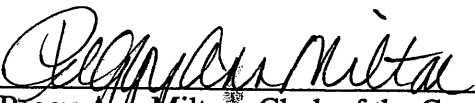
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Joseph R. Stephens and the McLean County Supervisor of Assessments.

ADOPTED by the County Board of McLean County, Illinois, this 21st day of May, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF FLOYD "BUD" CLARK
AS A MEMBER OF THE McLEAN COUNTY BOARD OF REVIEW**

WHEREAS, due to the expiration of term on June 1, 2002 of Floyd "Bud" Clark as a member of the McLean County Board of Review, it is advisable to consider a reappointment to this position; and,

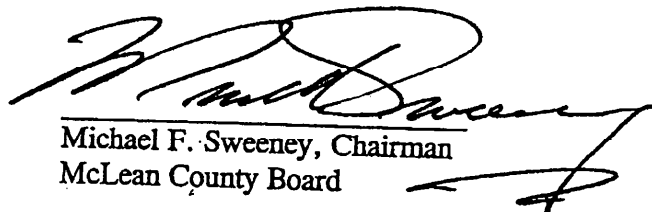
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a two-year term by appointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the reappointment of Floyd "Bud" Clark as a member of the McLean County Board of Review for a two year term scheduled to expire on June 1, 2004 or until a successor shall have been qualified and appointed.

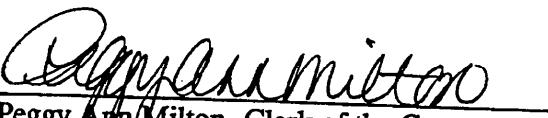
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Floyd "Bud" Clark and the McLean County Supervisor of Assessments.

ADOPTED by the County Board of McLean County, Illinois, this 21st day of May, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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Members Bostic/Rodman 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 Sommer, Vice-Chairman, presented the following:

RESOLUTION OPPOSING REDUCTIONS IN STATE INCOME TAX
AND PHOTOPROCESSING TAX SHARING
WITH LOCAL GOVERNMENTS

WHEREAS the Local Share of the Illinois Income Tax is one tenth or 0.3% of the 3% individual income tax and 0.48% of the 4.8% regular corporate income tax; and

WHEREAS a proposed reduction of 9.1% to one-eleventh will reduce each and every Illinois city's and county's revenue by approximately \$6.75 per person, per year; and

WHEREAS this would result in a loss of over \$136,000 to McLean County and a total loss of \$34 million per year to all Illinois cities and counties; and

WHEREAS the sales tax on photoprocessing services has been distributed to cities and counties at the rate of approximately \$2.10 per person, per year or about \$26 million per year since the sales tax reform of 1986; and

WHEREAS local governments have suffered just as severe a loss of income tax revenue from the faltering economy and the recently enacted Federal Economic Stimulus Package; and

WHEREAS proposals before the Illinois General Assembly have suggested that the local one-tenth share of the state income tax be reduced to a one-eleventh share and that the photoprocessing tax sharing with cities and counties be abolished; and

WHEREAS those changes would reduce local revenues by a total of \$8.85 per person, per year for a total loss of \$180,000 to McLean County and \$110 million per year to all Illinois cities and counties; and

WHEREAS the McLean County Board believes the General Assembly, by taking this action, would be renegeing on a longstanding, mutually beneficial partnership with Illinois cities and counties; and

WHEREAS the people of Illinois are not well served when state government attempts to address its budget dilemma by shifting the burden to local governments; now, therefore

BE IT RESOLVED that the McLean County Board assembled at its regular meeting of May 21, 2002 urges the Illinois General Assembly, all its individual members and officers and Governor George Ryan to vigorously oppose efforts to reduce the local government share of the Illinois Income Tax to less than the current one-tenth of net receipts and to abolish the sharing of State Photoprocessing Tax with cities and counties.

This Resolution shall be effective immediately upon its adoption.

ADOPTED by the County Board of McLean County this 21st day of May, 2002.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman of the
McLean County Board

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Members Sommer/Renner moved the County Board approve a Request for Approval of a Resolution Opposing Reductions in State Income Tax and Photoprocessing Tax Sharing with Local Governments - Legislative Liaison Ms. P.A. "Sue" Berglund. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE REQUEST RECEIVED FROM
EMPIRE TOWNSHIP
TO CHANGE LOCATION OF POLLING PLACE

WHEREAS, the Supervisor of Empire Township has formally requested that the location of a polling place in Empire Township be changed; and,

WHEREAS, the Supervisor of Empire Township has recommended that the Empire One polling place be relocated from the Town Hall to Water Tower Place, LeRoy; and,

WHEREAS, the Executive Committee, at its regular meeting on Tuesday, May 14, 2002, recommended approval of the request received from the Supervisor of the Empire Township; now, therefore,

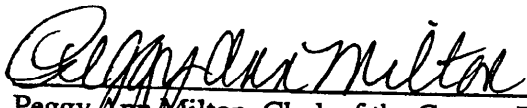
BE IT RESOLVED by the McLean County Board as follows:


- (1) The McLean County Board hereby approves the recommendation received from the Supervisor of Empire Township to relocate the Empire One polling place from the Town Hall to Water Tower Place, LeRoy.
- (2) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Supervisor of Empire Township and the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 21st day of May, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE REQUEST RECEIVED FROM
THE NORMAL TOWNSHIP SUPERVISOR
AND THE McLEAN COUNTY CLERK
TO COMBINE NORMAL PRECINCTS 17, 18, AND 19

WHEREAS, the Supervisor of Normal Township and the McLean County Clerk have formally requested that Normal Precincts 17, 18, and 19 in Normal Township be combined into one precinct; and,

WHEREAS, the Supervisor of Normal Township and the McLean County Clerk have advised that, after this year's purge of voting records, active registered voters in all three precincts combined totaled 1,287; and,

WHEREAS, the Supervisor of Normal Township and the McLean County Clerk have advised that said precincts reside in and around the Illinois State University campus; and,

WHEREAS, the Executive Committee, at its regular meeting on Tuesday, May 14, 2002, recommended approval of the request received from the Supervisor of Normal Township and the McLean County Clerk; now, therefore,

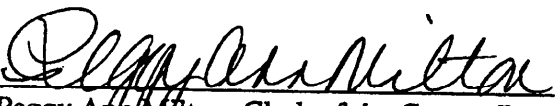
BE IT RESOLVED by the McLean County Board as follows:

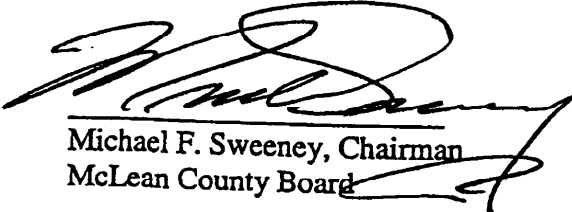
- (1) The McLean County Board hereby approves the recommendation received from the Supervisor of Normal Township and the McLean County Clerk to combine Normal Precincts 17, 18, and 19 into one precinct.
- (2) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Supervisor of Normal Township and the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 21st day of May, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sommer/Rodman moved the County Board approve a Request Received from Empire Township to Change Location of Polling Place and a Resolution Approving the Request Received from the Normal Township Supervisor and the McLean County Clerk to Combine Normal Precincts 17, 18, and 19. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer stated other information can be found on pages 52-73.

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

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

This is the findings of fact of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Deenie Sullivan in case 02-17-S. She is requesting a special use to allow a single family residence in the A-Agriculture District on land undesirable for agricultural uses on property which is part of Section 27, Township 24N, Range 1E of the 3rd Principal Meridian and is located in Dry Grove Township immediately west of Road 975E approximately ¼ mile north of Old Peoria Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on May 7, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact as follows:

EXECUTIVE SUMMARY: This case comes to the County Board from the Zoning Board of Appeals **without recommendation** as the vote to recommend denial resulted in a tie – three members for the motion and three against. Members Sally Rudolph, Joe Elble and David Kinsella voted for the motion. Members Richard Dean, Jerry Hoffman and Michael Kuritz voted against the motion. Member James Finnigan recused himself. Under zoning regulations, a tie vote goes to the County board without recommendation. The section of the Zoning Ordinance that addresses the establishment of new single family dwellings on land unsuitable for farming is attached.

PHYSICAL LAYOUT – The 12 acre property is part of 29.8 acre parcel tract that includes a residence and land in crop production. The property has 500 feet of frontage on the west side of Road 975E, an oil and chip road 18 feet in width. The property is gently sloping to the south and is used for crop production.

SURROUNDING ZONING AND LAND USES - The land on all sides is zoned A-Agriculture. Crop production is located on property to the east and west. Single family residences are located to the north and south.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 106.37 out of 125 points. The site assessment score was 122 out of 175 points. The total LESA score was 228.37 points out of 300. A score of 225 points and above means the property is of very high value for agricultural land protection.

The owner of the property indicated that eight of the twelve acres of the property were in crop production last year; a grassed drainage way flows south through the property. He indicated that he farmed the property himself but that it cannot be done with large equipment due to uneven terrain. He indicated that there are many other residential lots in the area, that this is the trend in the area and that this is a good place for another residence. He indicated that since two special uses were already issued on the 51 acre farm it leads him to believe that another residence could be approved. He indicated that the applicant would use most of the property for hay production and pasture.

The applicant indicated that she has horses and would use part of the property for pasture and part to grow hay.

A neighbor, who said that he has lived northwest of the property for 22 years, stated that this property has always been in crop production, is suitable for farming and that it should be left that way.

ANALYSIS OF SEVEN STANDARDS -The County Planner delivered a staff report from the Department of Building and Zoning with an analysis of the seven standards contained in Article 8 of the Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is not met. The proposed special use will be detrimental to and endanger the public welfare. The applicant proposes to build a residence on a 12 acre tract that is suitable for crop production and is currently used for crop production. In 1974 this was a 51 acre farm. Since then, the County has issued two Special Use Permits to allow development of single family residences. The County's Zoning Ordinance states "The number of lots created on land unsuitable for farming shall not exceed one per every forty acres of the original parcel that existed on 2/11/1974. Special Use Permits granted for non-farm dwellings on the original parcel since 2/11/1974 shall count in the determination in the number of allowable non-farm dwelling lots." Two Special Use Permits for non-farm residences have been issued on this 51 acre farm and can be identified as case numbers 80-07-S and 94-25-S; these two are already more than the maximum allowed. The high LESA score also indicates the property is of very high value for agricultural land protection.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is not met. The property is currently used for crop production. Approving a residence on the criterion that the land is undesirable for farming purposes when it is used for crop production, weakens the County's farmland preservation policy. It weakens it by allowing a single family dwelling to be built on crop producing land in the Agriculture District. This 12 acre tract of land is suitable for agriculture purposes and will continue to be suitable for such.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is not met. In the future, other crop producing acreage may be taken out of production and replaced with a single family residence if this application is approved.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by a private well and septic system. The property has 500 feet of frontage on the west side of Road 975E.

- 5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. This standard is met. It appears that safe sight distance can be provided for the proposed residence. The applicant will need to obtain an entrance permit from the Dry Grove Township Road Commissioner.

- 6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District. This standard is not met. The preamble states "The Agriculture District regulations are intended to provide for the use and conservation of agricultural land, to protect the value of such land and to protect it from indiscriminate residential and urban development and other incompatible and conflicting land uses." In addition, the Zoning Ordinance stipulates that only one non farm residence shall be approved per 40 acres of the original parcel that existed on February 11, 1974.

- 7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District. This standard is not met. The proposed Special Use does not fulfil the intent of any of the ways that a single family dwelling may be permitted as a special residential use in the Agriculture District. The high LESA score also indicates the property is of very high value for agricultural land protection.

ROLL CALL VOTE WITH NO RECOMMENDATION - The roll call vote was three members for the motion to recommend denial – Members Rudolph, Elble and Kinsella; three opposed – Members Dean, Kuritz and Hoffman; and one recused – Member Finnigan. Under zoning regulations, a tie vote comes to the County Board without recommendation.

Respectfully submitted this 7th day of May 2002, McLean County Zoning Board of Appeals

(Sally Rudolph)

Chair

- Sally Rudolph, Chair
- Joe Elble
- Richard Dean
- David Kinsella
- Jerry Hoffman
- Michael Kuritz

7. Limitations on the construction of new single family residences and the subdivision of parent tracts in the Agriculture Zoning District.

The following provisions shall apply in conjunction with the provisions of the Land Subdivision Ordinance of McLean County.

- A. A single family dwelling unit on a lot of record existing on or before February 11, 1974 is a permitted use in the Agriculture Zoning District.
- B. A single family dwelling unit on land unsuitable for farming is a permitted use. The designation of land unsuitable for farming shall include:

(1) Former or existing farmsteads composed of mature trees, grasses, agricultural buildings or building foundations.

(2) Land that contains at least two of the following conditions:

a. Highly erodable soils as defined by Soil and Water Conservation District

b. Soils with a Productivity Index value of less than 120

c. Wooded areas containing at least a total of 60" of trunk diameter measured two feet above the ground of trees larger than 5" trunk diameter measured two feet above the ground.

d. Unusual size and/or configuration

e. Land with 50% of its area with slopes exceeding 5%

The required minimum lot area is one acre and the maximum permissible lot area is three acres. Lot areas in excess of this limit must get a Special Use Permit.

The number of lots created on land unsuitable for farming shall not exceed one for every forty acres of the original parcel that existed on 2/11/1974. Special Use Permits granted for non-farm dwellings on the original parcel since 2/11/1974 shall count in the determination in the number of allowable non-farm dwelling lots.

- C. A single family dwelling unit for a farm operators is a permitted use in the Agriculture Zoning District. A person will be designated a farm operator by being listed on the farm operators list of the United States Farm Service Agency.

Members Gordon/Rodman moved the Board deny the application of Deenie Sullivan in case 02-17-S which comes to the County Board with no recommendation due to a tie vote of the Zoning Board of Appeals. Member Gordon said Ms. Sullivan is requesting a special use to allow a single family residence in the A-Agriculture District in Dry Grove Township immediately west of Road 975E approximately ¼ mile north of Old Peoria Road. Member Segobiano requested an explanation be given to the full Board as to why this was presented as a Motion to deny. Member Gordon responded one reason for presenting this as a Motion to deny is the description of the physical lay out on page 74 which indicates the twelve acre property was part of a 29.8 acre parcel tract that includes a residence and land in crop production. He continued, on page 77 it is indicated that the number of lots created on land unsuitable for farming shall not exceed one for every forty acres of the original parcel that existed on 2/11/1974. That is consistent with the new Zoning Ordinance as adopted by the County. Member Gordon said a second important reason is found on pages 75 and 76 in the analysis of seven standards. Consistent with State Statute and County Ordinance, for the Zoning Board of Appeals to recommend the issuance of a special use permit all seven of these standards must be met and, in fact, of these seven in the analysis by the County Planner and the Department of Building and Zoning five are unmet. Member Segobiano asked what the ramifications for the petitioner is if this is denied. Mr. Hug stated the petitioner could use the land as it is currently being used and return in one year to reapply. Mr. Dick stated with the new modification of the Ordinance one non-farm residence per forty acres is allowed in the ag district on land unsuitable for farming based on what the property was like in 1974. If a person has a 51-acre farm in 1974 on which he wants to put another residence, it would be fine as long as no non-farm residences have been established on this 51-acre farm since then. As it happens, there have been two special uses approved on this farm since 1974 which were both approved before the 2000 Amendment, but since these were both approved on this 51-acre farm it doesn't matter that it is undesirable, the Ordinance prohibits another residence. Mr. Dick continued the applicant would have to wait another year once this application is denied to apply again and then the applicant would also have recourse in the courts. Member Sorensen stated it is not very often that a case comes to the Board without recommendation from the ZBA and it concerns him that this process puts the eighteen Members present in a position of very limited understanding. He said six Members of the ZBA sat around a table, listened to testimony, and came up in tie vote. He indicated it challenges him a great deal to think that the eighteen Members can make an intelligent decision based on six minutes of conversation. Members Sorensen/Segobiano made a Substitute Motion to send this back to the ZBA. Member Selzer agreed with what Member Sorensen was trying to do but wondered if the petitioner could withdraw his request and then resubmit it versus sending it back which will force action which could result in a denial. He

said it might be better to ask the petitioner if they would withdraw their request for the special use and then just reapply. With no time bound, they could start over with a new case, have a hearing, and maybe the ZBA can come to a conclusion. Member Sorensen indicated he agreed but he didn't think the Board could do that today. He said the petitioner has that option after it is sent back to the ZBA. Member Gordon stated he would speak against the Substitute Motion because while it was a three to three tie before the ZBA if all seven Members had participated and if the vote had gone in favor, four to three, it would still have been a denial. In order to recommend the issuance of a special permit to the Board the ZBA requires the affirmative vote of five Members even if there are only five present. Member Sorensen stated he agreed but the eighteen Members of this Board who are present today are armed with only limited information and without the benefit of having gone to the hearing with the Members of the ZBA. He said he thinks they can ask and expect that the ZBA provide them with a recommendation. Member Owens asked if this is sent back with five not meeting the criteria, what is going to change. Member Sommer stated he was going to speak against the Motion because of the LESA score and the present Ordinance. Member Emmett stated there was discussion about it not meeting the standards but there were three Members on the ZBA that felt it did meet the standard because they voted for it. Member Bostic said it is her understanding that when an applicant applies for a special use or a change they have to come before the staff and the ZBA. The staff has given the recommendation, and the ZBA couldn't come to a conclusive recommendation so it now falls to the Board. She recommended the Board think back to what they have done in the past under similar circumstances. Danvers Township denied a man who wanted to split eleven acres from his thirty-eight acre parcels, much the same circumstances as this, and he was denied, and last month an applicant from White Oak Township had 15 acres that she wanted to build another house on and it was also denied. Member Bostic continued, the only way the Zoning Ordinance works and is fair to all is with consistency. She said she needs to support Member Gordon's Motion to deny because it carries out that consistency. Member Selzer said he agreed with Members Gordon and Bostic because if one vote had been a yes, then it still would have been a recommendation to deny. He said the findings of facts are much better this month but the Board doesn't have the minutes of the meeting and that is where the public testimony was held. He said he doesn't feel comfortable making a decision to deny a property owner who wants to build a house on their property that right without at least the benefit of the public testimony. Member Gordon said in those rare cases where no recommendation comes to the Board, they have a Statutory responsibility to settle the matter there by their best judgement. Member Arnold said these are all excellent points and with three Members voting to approve this request despite the fact that five of the criteria are not met makes him think that maybe the criteria need to be addressed. He asked if there is some way to examine this

standard of 40 acres that seems to be causing the problem for the staff and for the petitioner before they proceed with this. Chairman Sweeney asked Mr. Hug to address the issue. Mr. Hug stated the standards being applied by the Zoning Board of Appeals are those that this Board passed in the Zoning Ordinance. If the Board desires to change the Ordinance they must do that through sending this application to the ZBA for public hearing and it would be forwarded after public hearing. He continued, the Board has some matters before the ZBA tonight for public hearing but they can change the standards or the Ordinance but that is something that would have to be done through normal Legislative processes. Member Sommer called the question. Chairman Sweeney stated the question has been called; there is a Substitute Motion to send the special use case back to the ZBA. Member Gordon clarified that a yes vote will send this back and a no vote will keep it on the floor. Clerk Milton shows the roll call vote as follows: Segobiano-yes, Selzer-yes, Sommer-no, Sorensen-yes, Arnold-yes, Bass-yes, Berglund-no, Bostic-no, Emmett-yes, Gordon-no, Hoselton-yes, Kinzinger-yes, Nuckolls-yes, Owens-no, Renner-no, Rodman-no, and Salch-yes. Motion carried ten to seven. Member Arnold asked how they can initiate the review process earlier. Chairman Sweeney stated they would have to have a public hearing and it would not apply to this case. Member Arnold asked who calls for that public hearing. Chairman Sweeney stated it would go through Land Use and then from Land Use it would go to the ZBA, and then the ZBA would probably go to the Executive Committee, and then to the full Board. Mr. Ruud stated it would have to start with the Committee that is responsible for it and the Board's rules would suggest that it start with the Land Use Committee and then go from there. Member Arnold made a Motion to ask the Land Use Committee to consider this troublesome criteria. Chairman Sweeney stated this would be a problem because it is not a part of the agenda and the Appellate Court has made a decision that the Board can't discuss something that is not a part of the agenda and make a Motion in that regard; therefore, he suggested Member Arnold should refer this to the Land Use Committee. Members Arnold/Emmett moved this be referred to the Land Use Committee. Member Bass asked if what was intended was to revisit the seven components. Member Arnold stated he was alluding to the one that seems to be the problem, which is the number of acres required for pristine agricultural use. Chairman Sweeney asked why they would send it back and not address all seven standards. Member Arnold said he didn't have a good reason except that it seemed to him that this had been done recently and they don't need to go to all that trouble if they can look at just that one issue. Chairman Sweeney stated they could send it back and highlight the ones that he is concerned with. Member Sommer stated he didn't think they can send it back to review the Ordinance. He asked if this is a Motion or a Recommendation. Chairman Sweeney stated they can send it back to the standing committee but they can't make a Motion on this floor based on the Appellate Court decision. Member Arnold clarified that his recommendation is for the Land Use

Committee to reconsider the Ordinance. Member Emmett agreed. Member Rodman stated he was not comfortable with this at all. As pointed out, this Ordinance went through several public hearings over the last year and this was discussed. He said he doesn't think it is good policy to send back an Ordinance for review any time someone disagrees with it particularly with an Ordinance so new. Mr. Gordon said he agreed with Member Rodman. It was mentioned earlier as part of this discussion that there is a hearing this evening in front of the Zoning Board of Appeals on some proposed text amendments to the existing Ordinance. He said he would hate to see the Board get into a situation where there is rolling reconsideration of any of the Ordinances passed by this County Board. He stated it makes the stability in the underlying legal system somewhat less and it makes it harder for our citizens to predict what it is they are going to do and on what legal basis. Chairman Sweeney stated there is a Motion on the floor to review the current Zoning Ordinance and send it back to the Land Use Committee for debate. A vote yes would be sending it back to the Land Use committee and a vote no would be leaving it just as it is. Clerk Milton shows the roll call vote as follows: Segobiano-yes, Selzer-no, Sommer-no, Sorensen-yes, Arnold-yes, Bass-yes, Berglund-no, Bostic-no, Emmett-yes, Gordon-no, Hoselton-no, Kinzinger-yes, Nuckolls-no, Owens-no, Renner-no, Rodman-no, and Salch-yes. Motion defeated ten to seven.

Member Gordon stated the General Report is located on pages 78-82. Member Selzer stated that at last month's meeting, he had some concerns about the findings of fact and he would like to commend the Committee, the Zoning Board, and the staff. They included the standards and whether or not they were met and it was so much easier to read. Member Gordon said Mr. Dick gets the thanks.

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

Application for Downstate Non-metro Areas Small Capital Assistance Grant

Checklist

Instructions for this application are contained in Appendix D.

Below is a checklist provided to assist preparers of applications in meeting all of the requirements of the application process. All items are required unless otherwise indicated. Completed applications should be sent to the following address.

Dale Fitschen
Section Chief, Downstate Urban Area Programs
Illinois Department of Transportation
Division of Public Transportation
310 S. Michigan Avenue, Room 1608
Chicago, IL 60604

Check List Key: ✓ Item Enclosed

- 1. Completed Application Form
 - A. Project Description
 - B. Project Justification
 - C. Proposed Project Budget
 - D. Implementation Schedule
 - E. Non-Participating Costs

- 2. Public Notice (Appendix A). A combined Public Notice may be used for both the operating assistance and small capital application.

- 3. Opinion of Counsel (Appendix B). A combined Opinion of Counsel may be used for both the Section 5311 operating assistance and small capital applications.

- 4. Applicant's Governing Board Resolution (Appendix C) A combined Governing Board Resolution maybe used for both the operating assistance and small capital application.

Note: Include this checklist with the application submittal (indicate by cover letter items which are pending).

**State of Illinois
Department of Transportation
Division of Public Transportation**

**Downstate Non-metro Areas Grants Program
Application for Small Capital Assistance Grant**

Legal Name of Applicant		Date of Application
McLean County		04-11-02
Street Address, City, and Zip Code		
McLean County Law & Justice Center 104 W. Front; P.O. Box 2400 Bloomington, IL 61702-2400		
Contact Person	Title	Telephone Number
Mike Behary	Planner	309-888-5160

The McLean County hereby applies to the Illinois Department of Transportation for a Capital Improvement Grant. Required resolutions, certifications and other documents in support of this grant request are attached and are considered a part of this application.

Project Description (attach additional pages if necessary)

One copier is requested to be used for such daily rural transportation needs as copying trip sheets, driver schedules, vehicle pre-inspection forms, public aid information forms, invoices for vendors and customers, etc.

One printer is requested to be used for such public information documents as publicity flyers and brochures. The printer will also be used as needed for such daily work as trip sheets, driver schedules, invoices, etc.

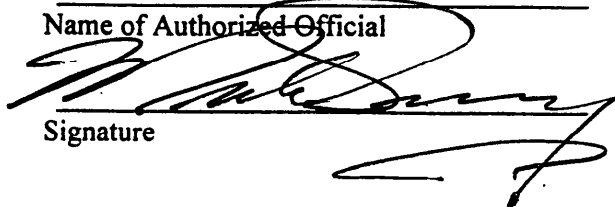
In support of this application, I offer the above data and attached supporting documents as required. I certify that the statements herein and in the supporting documents are correct and complete.

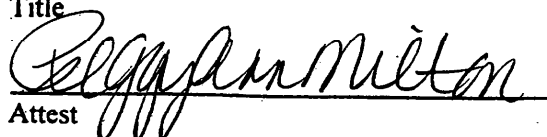
McLean County
Applicant

May 21, 2002
Date

Michael Sweeney
Name of Authorized Official

County Board Chairman
Title


Signature


Attest

Project Justification (attach additional pages if necessary)

The current copier used for rural public transportation is a small, aging machine that no longer meets the copying needs in the office. It is slow, it does not have automatic feed, and it produces low quality copies.

The current printers used for rural public transportation are inexpensive and/or aging ink jet printers. While the printers are adequate for most paperwork, the office needs at least one printer capable of producing high quality documents. Currently, such documents as publicity flyers and program brochures need to be printed by off site sources to ensure print quality, and that increases the costs of production.

Proposed Project Budget

Project Element Description	Budget Amount
One copier	\$ 2,600.00
One printer	\$ 1,500.00
10% contingency	\$ 410.00
(Budget is based upon current market prices)	
TOTAL	\$ 4,510.00

bcf

Implementation Schedule

Implementation Schedule - Show anticipated contract obligations and cash disbursements by fiscal quarter after project approval. Percentages may be used, but please include dollar amounts as well.

Fiscal Quarter	Project Element	Contract Obligations	Cash Disbursements
First	One copier		\$ 2,600.00 - 100%
First	One printer		\$ 1,500.00 - 100%

Non-Participating Costs

Non-Participating Costs – For each project element show anticipated source of funds. Applicant will have to use additional pages if applying for more than one element.

Source (identify)	Project Element	Amount
Federal	_____	_____
State	_____	_____
Applicant	_____	_____
Other	_____	_____
Other	_____	_____
Other	_____	_____

McLean County Board Resolution

Resolution authorizing application for a Public Transportation Capital Assistance Grant under the Illinois Department of Transportation's general authority to make such Grants.

WHEREAS, The provision and improvement of public transportation facilities is essential to the development of a safe, efficient, functional public transportation system; and

WHEREAS, The Illinois Department of Transportation's authority to make such Grants, makes funds available to offset certain capital costs of providing and improving public transportation facilities; and

WHEREAS, Grants for said funds will improve certain obligations upon the recipient.

NOW, THEREFORE, BE IT RESOLVED BY THE MCLEAN COUNTY BOARD:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting certain public transportation facility capital costs of McLean County.

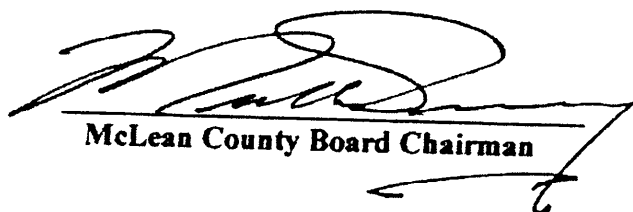
Section 2. That the Board Chairman of McLean County is hereby authorized and directed to execute and file on behalf of McLean County such application.

Section 3. That the Board Chairman of McLean County is authorized to furnish such additional information and to file such documents as may be required to perform the Agreement and to receive the Grant.

Section 4. That the Board Chairman of McLean County is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation.

PRESENTED and ADOPTED the 21st day of May, 2002

ATTEST:


McLean County Board Chairman


McLean County Clerk

Members Sorensen/Gordon moved the County Board approve a Request for Approval of an Application for Downstate Non-Metro Areas Small Capital Assistance Grant - SHOW BUS. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

AN ORDINANCE OF THE
McLEAN COUNTY BOARD
SETTING SALARIES OF THE MEMBERS
OF THE McLEAN COUNTY BOARD

WHEREAS, 55 ILCS 5/2-3008 enables the County Board to change the basis of payment or amount of compensation of its members by ordinance or resolution; and,

WHEREAS, the County Board shall determine whether the salary paid to its members be on a per diem basis, annual basis, or combined per diem and annual basis; and,

WHEREAS, at the regular meeting of the Finance Committee on Tuesday, May 7, 2002, the Finance Committee recommended to the Executive Committee that the annual salary for a County Board member be \$4,000.00; and, that the annual salary for the Vice Chairman, the Chairman of each of the regular Standing Oversight Committees and the Members of the Executive Committee of the Board be \$5,000.00; and, that the annual salary of the Chairman of the County Board be \$8,500.00; and,

WHEREAS, the Finance Committee further recommended to the Executive Committee that the proposed salaries of the members of the McLean County Board become effective on the first day of January in the year 2003; and,

WHEREAS, the Executive Committee, at the regular meeting on Tuesday, May 14, 2002, concurred with the recommendations of the Finance Committee and recommended to the County Board approval of the proposed salaries of the members of the McLean County Board; now, therefore,

BE IT ORDAINED AND ORDERED by the McLean County Board that the compensation of the members of the McLean County Board shall be as follows:

1. That Section 5.05 of the Ordinance Setting Salaries of the Members of the McLean County Board be enacted as follows:

5.05 COMPENSATION: That the members of the McLean County Board, including its Chairman of the Board, its Vice Chairman of the Board, and the Chairman of each of the regular Standing Oversight Committees of the Board shall be compensated on an annual salary basis as follows:

- (1) All members of the County Board, other than the Chairman of the County Board, the Vice Chairman of the County Board, the Chairman of each of the regular Standing Oversight Committees of the County Board, and the at-large Members of the Executive Committee of the County Board, shall receive an annual salary of \$4,000.00;
- (2) The Chairman of each of the regular Standing Oversight Committees of the Board, and each at-large Member of the Executive Committee of the County Board, as

established by "The Rules of the McLean County Board" as adopted, and the Vice Chairman of the County Board shall receive an annual salary of \$5,000.00;

(3) The Chairman of the County Board shall receive an annual salary of \$8,500.00.

2. That the recommended salaries for the members of the County Board, the Chairman of each of the regular Standing Oversight Committees of the Board, the Vice Chairman of the Board, and the Chairman of the County Board shall become effective on the first day of January in the year 2003.

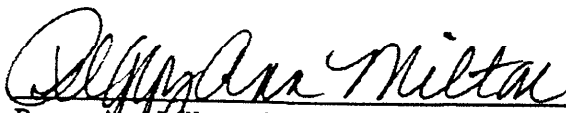
3. That any and all ordinances and resolutions previously adopted that set the salaries for the aforementioned officials are hereby rescinded to the extent such ordinances and resolutions conflict with this ordinance.


BE IT FURTHER ORDAINED AND ORDERED by the McLean County Board that the County Clerk shall forward a certified copy of this Ordinance to the County Treasurer, County Administrator, and the Civil First Assistant State's Attorney.

ADOPTED by the McLean County Board this 21st day of May, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Bass moved the County Board approve a Request for Approval of an Ordinance Setting Salaries of Members of the McLean County Board. Member Gordon stated on page 89, on the forth line of the third paragraph the word "at-large" should be added before the phrase "Members of the Executive Committee." Members Sorensen stated he was fine with this amendment. Member Kinzinger stated this Ordinance was discussed at the Finance Committee and it passed on a three to two vote with Members Kinzinger and Arnold opposing it. He said he is concerned that it does not maintain the salary structure of the County Board – in fact built in is a \$3,000 overall increase. The Board is talking to Department Heads, saying they need to come up with areas in which to cut the fat or in a year or two they might need to consider lay-offs as a possibility, yet we are quite easily pushing through a slight increase on the Board. He continued to say none of the Members here, hopefully, rely on the salary they make on the County Board to live, so at this point making any increase is sending the wrong message. He indicated if they are going to ask everyone else to tighten their belts and find areas in their departments where they can save money, then the Board needs to do that itself first. He added he was not saying the at-large Members of the Executive Committee don't deserve that \$1,000 raise but right now since they don't rely on this salary to live the Board needs to not send the wrong message. Member Kinzinger encouraged the a denial of this Motion and made a Substitute Motion that the Board maintain the current salary structure that it has where at-large Members of the Executive Committee make the same amount as regular County Board Members. Member Sorensen stated this was unneeded. If the primary Motion fails, every thing stays the same. Member Arnold stated he wanted to second what Adam said so well. He said he wanted to point out he thinks the Executive Committee is growing too large. He said he couldn't support Kinzinger's point about being the wrong time to do that strongly enough. Chairman Sweeney stated in regards to the number of Members on the Executive Committee, this Board voted unanimously a year and a half ago to have nine Members. Member Segobiano asked in regard to Member Kinzinger's statement that Department Heads and others have been asked to cut the fat from the budget and asked if at any time during the negotiation of the budget Mr. Zeunik had ever used the term "cut the fat." He stated his concern is that they have been adopting a bloated budget for the taxpayers of McLean County. Mr. Zeunik stated it would be inappropriate to comment on another Board Member's comment. Member Selzer stated he is fairly new to the Board but he has gone to the at-large Members and to the Chairman to ask for help or guidance and was referred to at-large Members. He said he doesn't look at this as a pay raise but as cleaning up the language because they didn't have at-large Members before. He stated he thinks the people on Executive Committee are asked to go above and beyond what the regular Board Members are asked to do and we should support them. Member Rodman stated he supports Member Kinzinger but the at-large Members don't have the same responsibilities as the Committee Chairs that serve on the Executive Committee. Committee Chairs have more responsibility, and more work and he would support their receiving the level of salary they receive. He continued the fact that they are asking the County to be very careful with its money and it is the wrong message to send at this time. Member Sommer said he thinks the wealth of experience and information is worthy of the salary and he will support that recommendation for now. Member Kinzinger stated he wanted to thank the other Member for so eloquently and humorously pointing out the "cut the fat" comment and he

would like to rephrase that to "tighten the belt." He said he has no doubt the assignment on the Executive Committee merits the extra \$1,000; however, now is the wrong time to do it. No Member needs the extra \$1,000 and they need to send a message to the employees, Department Heads, and to everybody else to the community, that they are going to tighten their belt and that they expect everyone else to do the same. Member Gordon stated he supports Member Sommer's comment about the resources represented by the full membership of the Executive Committee as currently constituted including the three at-large Members. He continued, because of the responsibilities that they may be entrusted with and the additional burdens that they may have to take on, he is recommending support for this proposal as it was presented by the Finance Committee. He then pointed out that under the rules of the Board the Executive Committee consists of the Chairman, Vice-Chairman, the Chairman of each Oversight Committee and up to three Members. It is not chiseled in granite that the Executive Committee must have three at-large Members. Member Berglund stated being one of those three, she doesn't mind taking on the added responsibility for legislative but agrees with comments made about needing to be more budget minded. Chairman Sweeney stated they have a Motion on the floor to accept the Ordinance setting salaries for Members of the County Board with a yes vote meaning you support the Ordinance as presented. Clerk Milton shows the roll call vote as follows: Segobiano-yes, Selzer-yes, Sommer-yes, Sorensen-yes, Arnold-no, Bass-yes, Berglund-no, Bostic-no, Emmett-yes, Gordon-yes, Hoselton-yes, Kinzinger-no, Nuckolls-no, Owens-no, Renner-yes, Rodman-no, and Salch-yes. Motion carried ten to seven.

Member Sorensen, Chairman, presented the following:

**AN ORDINANCE OF THE McLEAN COUNTY BOARD
ESTABLISHING THE ANNUAL SALARY
OF THE SHERIFF, COUNTY TREASURER, AND COUNTY CLERK,**

WHEREAS, pursuant to 50 ILCS 145/2, the McLean County Board must set the annual salary of the Sheriff, County Treasurer, and the County Clerk at least 180 days before the beginning of their terms of office; and

WHEREAS, after a thorough review of those County Officials whose salaries can be fixed by the County Board, the Finance Committee, at its regular meeting on Tuesday, May 7, 2002, recommended to the Executive Committee approval of the following salaries for said County Officials; and,

WHEREAS, the Executive Committee, at its regular meeting on Tuesday, May 14, 2002, recommended approval of the following salaries for said County Officials; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the annual salary for the Sheriff shall be follows:

a)	January 1 - December 31, 2003	\$70,855
	January 1 - December 31, 2004	\$73,690
	January 1 - December 31, 2005	\$76,638
	January 1 - December 31, 2006	\$79,703

2. That the annual salary for the County Treasurer shall be follows:

a)	January 1 - December 31, 2003	\$66,042
	January 1 - December 31, 2004	\$68,684
	January 1 - December 31, 2005	\$71,431
	January 1 - December 31, 2006	\$74,289

3. That the annual salary for the County Clerk shall be follows:

a)	January 1 - December 31, 2003	\$66,042
	January 1 - December 31, 2004	\$68,684
	January 1 - December 31, 2005	\$71,431
	January 1 - December 31, 2006	\$74,289

(2)

For purposes of computing the salaries of the above Elected Officials:

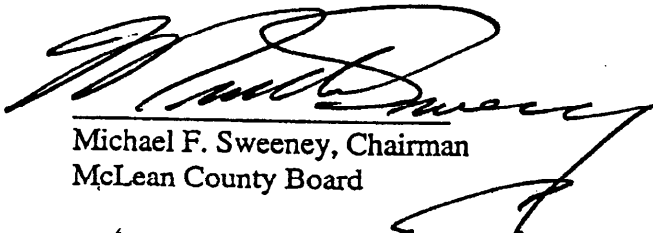
1. The annual salaries stated above shall be divided by 26 to determine the biweekly salary.
2. Regardless of the days actually worked, pay shall be based upon the 10 week days (Monday through Friday) of each biweekly period if a proration of salary is necessitated by election, resignation, death, or any other reason which results in the elected official no longer holding the office to which he/she was elected.

BE IT FURTHER ORDAINED this 21st day of May, 2002, the salaries as set forth above are hereby established for these Elected Officials. Any salary not set shall be as provided by Statute.

BE IT FURTHER ORDAINED that any and all Ordinances previously adopted, which set the salaries for the aforementioned Officials, are hereby rescinded to the extent such Ordinances conflict with this Ordinance. The articles, provisions and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

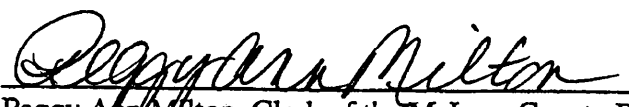
ADOPTED by the County Board of McLean County, Illinois this 21st day of May, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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Members Sorensen/Bass moved the County Board approve Request for Approval of an Ordinance Establishing Annual Salary of Sheriff, County Treasurer, and County Clerk. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

MCLEAN COUNTY REVISED CODE BUDGET POLICY RESOLUTION

CHAPTER 12 - BUDGET

**RESOLUTION ESTABLISHING THE BUDGET POLICY
FOR FISCAL YEAR 2003**

WHEREAS, the *Rules of the County Board* provide that the Executive Committee recommend each year to the County Board a Budget Policy for the preparation of the annual budget; and

WHEREAS, the Executive Committee has determined that the annual budget be considered as a policy document, an operations guide, the County financial plan, and an avenue of communications; and

WHEREAS, the Executive Committee has determined that, in order to achieve this end in all County programs, a three year budget be developed beyond the next subsequent Budget; and,

WHEREAS, based on the receipt of revenues anticipated for the next fiscal year and the need for careful study of both revenues and expenditures for the period 2003-2006, the Executive Committee recommended certain budget policies be adopted for Fiscal Year 2003; now, therefore,

BE IT RESOLVED by the County Board of McLean County, Illinois, that the following policies are hereby adopted and applied to all McLean County departments for the submission, review and preparation of the Fiscal Year 2003 Budget and the proposed Three Year Budget.

12.21 COUNTY SERVICES

12.21-1 New Services shall be considered in the following order of priority:

- (A) State or federal law specifically mandates such action and imposes penalties on County government for failure to provide such services; or
- (B) The Oversight Committee and the Executive Committee recommend and the County Board approves the proposed new services and/or implementation of certain changes based upon analysis of existing programs, processes, and procedures.

12.22 REVENUE

12.22-1 Property Tax and Other Revenue

- (A) Real property taxes and all other 2003 revenues shall be sufficient to meet required expenditures for Fiscal Year 2003, with the following recommendation:

(2)

When preparing the Recommended Budget for Fiscal Year 2003, the County Administrator shall make every effort to hold the 2002 County overall property tax rate as close to the 2001 County overall property tax rate as possible.

12.22-2 User Fees and Charges

- (A) Every effort shall be made to identify and/or establish appropriate user fees for charges, as authorized by State law, for appropriate public services as recommended in the Fiscal Year 2003 Budget.

12.22-3 Intergovernmental Revenue

- (A) There shall be no new categorical grant programs considered in Fiscal Year 2003 that establish ongoing County funding obligations.
- (B) Each categorical grant, which decreases in Fiscal Year 2003, thereby possibly increasing County funding obligations, shall be clearly identified so that the Oversight Committee and the Executive Committee may evaluate whether the present expenditure level should be maintained and/or increased.
- (C) Recognizing the unpredictability of future estimates of both revenues and expenditures, it is acknowledged that the proposed budget for Fiscal Year 2004, Fiscal Year 2005, and Fiscal Year 2006 may not reflect a balanced budget. Adjustments will be made to all projected future budgets, as any such estimated year becomes the next subsequent year for budgeting purposes.

12.22-4 Enterprise Fund - Nursing Home

- (A) Pursuant to the Resolution adopted by the McLean County Board on April 18, 1995, the private pay rate for the McLean County Nursing Home shall be calculated by dividing the annual operating budget by the number of patient days.

12.23 FUND BALANCES

12.23-1 Fund Balances

- (A) Recognizing the need for the County to maintain a sufficient unencumbered fund balance to meet necessary operating expenditures during the first five

(3)

months of the fiscal year and to maintain fiscal stability, an unencumbered fund balance equal to not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance shall be maintained in the Corporate General Fund.

- (B) Upon approval by the County Board, the aggregate amount of the unencumbered fund balance in the Corporate General Fund and the Working Cash Fund shall be available for transfer to other Special Revenue Funds, Fiduciary Funds and the Enterprise Fund in order to meet necessary operating expenditures during the first five months of the fiscal year and to maintain the fiscal stability of the Special Revenue Funds, Fiduciary Funds and Enterprise Fund.
- (C) If the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance, after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and upon approval of the County Board at the regular meeting in June and/or July, these excess funds may be appropriated for specific capital improvement projects and for specific software development and related computer hardware expenses related to the Integrated Justice Information System Project, and to the Law and Justice Center Debt Service Fund for the annual debt service payment to the Public Building Commission.
- (D) In the Special Revenue Funds, every effort shall be made to keep the year-end unencumbered fund balance at a minimum level taking into account the need for Working Cash.
- (E) In accordance with the provisions of the Downstate Working Cash Fund Act (55 ILCS 5/6-29001 - 29007), a Working Cash Fund line-item account may be established in the General Fund and the Special Revenue Funds where needed. Monies appropriated in this line-item account shall be transferred to the Working Cash Fund by action of the County Board.
- (F) In order to protect the long term viability of the Employee (Health) Benefit Fund, rate schedules for employees and the per capita cost assessed to each department for self-insured health plans, if any, shall provide a fund balance of no less than 100% of the difference between the expected claims' cost and the County's maximum exposure for claims, i.e. the aggregate attachment point, in the County's self-insured health coverage plan.

(4)

12.24 CONTINGENCY

12.24-1 Contingency

- (A) Upon the recommendation of the County Administrator, a contingency line-item account, not to exceed five percent (5%) of the total appropriations in each fund, may be established in each fund in the Fiscal Year 2003 Budget to cover emergencies and unanticipated expenditures.
- (B) The Executive Committee shall make recommendations for approval by the County Board on all transfers from the Contingency line-item account. The Contingency line-item account in each fund shall only be used as a transfer account.

12.25 CAPITAL IMPROVEMENTS AND CAPITAL EQUIPMENT PURCHASES

12.25-1 Capital Improvements

- (A) Recognizing the need for the County to plan for future capital improvement projects and the replacement of depreciated capital fixed assets, there shall be established as a part of the Fiscal Year 2003 Budget a Five-Year Capital Improvement Budget.
- (B) The County Administrator shall prepare the recommended Five-Year Capital Improvement Budget for review and approval by the Oversight Committees and County Board.
- (C) To establish and fund the Capital Improvement Budget, the County Board shall appropriate monies from the unencumbered fund balance of the Corporate General Fund and such other Special Revenue Funds as appropriate.

12.25-2 Capital Equipment Purchases

- (A) Recognizing the need for the County to purchase capital equipment in a cost effective and efficient manner, the purchase of the following capital equipment items shall be consolidated in a single Countywide bid document:
 - (1) Purchase of Furnishings/Office Equipment;
 - (2) Lease/Purchase of Office Equipment;
 - (3) Purchase of Computer Equipment;
 - (4) Lease/Purchase of Computer Equipment;

(5)

(5) Purchase of Computer Software;

- (B) Within the General Corporate Fund, the annual appropriation for the Purchase of Vehicles shall be consolidated in one line-item account in a Fleet/Vehicle Program in the departmental budget of the County Board. All County offices and departments within the General Corporate Fund shall be required to submit budget requests for the Purchase of Vehicles to the County Board.

Upon the approval and adoption of the Annual Budget, the County Board shall prepare one consolidated Bid Document for the purchase of all vehicles in the General Corporate Fund.

12.26 ADMINISTRATIVE FEES FOR SPECIAL REVENUE FUNDS

12.26-1 Administrative Fees for Special Revenue Funds

- (A) Administrative service fees or surcharges for central services (e.g. data processing, payroll, accounting, personnel, budgeting, records management) which are provided by County Offices/Departments in the General Fund shall be assessed to the Special Revenue funds.

12.27 PERSONNEL

12.27-1 Staffing Levels

- (A) Departmental staffing shall be identified in the proposed Fiscal Year 2003 Budget and shall be approved by each Oversight Committee and the Executive Committee, prior to final action by the County Board.

12.27-2 Employee Compensation

- (A) The needs of the County to attract and retain qualified employees require that employee salaries be budgeted in accordance with the County's Personnel Policies and Procedures Ordinance.
- (B) Principles of equity vis-a-vis the approved contract increases for bargaining units in Fiscal Year 2003, the general impact of inflation and employee morale shall be considered in determining any increases in compensation.

(6)

- (C) The County's General Compensation Plan for Non-Union Employees, adopted by the County Board on May 16, 2000 and effective on July 1, 2000, shall govern the preparation of the Fiscal Year 2003 Budget.
- (D) Employees who are not regularly scheduled may receive an increase if the department so requests, in accordance with Schedule A, the Calendar for Preparation of the Fiscal Year 2003 Budget, and the County Administrator's Office agrees with this request. Such requests shall be subject to the review and approval of the Finance Committee.
- (E) The Oversight Committee for all personnel actions which impact on the County's Position Classification Schedules and Compensation System policies, such as reclassifications, salary re-grades, and the creation of new position classifications, shall be the Finance Committee. During the review and consideration of the Fiscal Year 2003 Budget, the Oversight Committee for all other personnel actions, such as the number of employees budgeted within an existing position classification, shall be that department's regular Oversight Committee.
- (F) All requests for new positions shall be submitted in writing, using the New Position Request Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:
 - (1) the request be approved and the reasons/justification for approval; or
 - (2) the request be denied and the reasons/justifications for denial at this time.
- (G) Requests for reclassifications of current positions shall be submitted in writing, using the Position Reclassification Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:

(7)

- (1) the request be approved and the reasons/justification for approval; or
 - (2) the request be denied and the reasons/justifications for denial at this time.
- (H) All requests for reclassification of current positions and/or salary regrade(s) shall be reviewed using the Position Appraisal Method (PAM) factors and methodology employed by Public Administration Service, Inc. (PAS) during their comprehensive study of the County's position classification system.
- (I) Any position which has been reclassified or has received a salary regrade during the Fiscal Year 2002 budget preparation cycle shall not be considered for reclassification or salary regrade during the Fiscal Year 2003 budget preparation cycle.
- (J) This policy shall also apply to any requests for new positions submitted at any time during the fiscal year. All such requests shall be reviewed by the Finance Committee prior to being recommended to the Executive Committee and the County Board.

12.28 COMPLIANCE WITH BUDGET PROCEDURES

- (A) All County departments shall prepare and submit their Fiscal Year 2003 Budget requests in accordance with the Fiscal Year 2003 Budget Calendar (see Schedule A attached).
- (B) At any identified deadline, failure to provide the required data will result in a computer generated budget for that incomplete section(s), which will represent Fiscal Year 2002 budgeted expenditures/revenues less any known non-recurring expenditures.

12.29 FISCAL YEAR 2003 BUDGET ADOPTION

- (A) Pursuant to the Rules of the McLean County Board, the Executive Committee shall submit the Fiscal Year 2003 Budget to the County Board for adoption in accordance with the budget calendar.
- (B) In order to facilitate Committee deliberations, each Oversight Committee shall receive the complete proposed budget, including all departments and all funds, and any additional fiscal information deemed necessary and appropriate for budget review.

(8)


12.30 EFFECTIVE DATE AND REPEAL


- (A) This resolution shall supersede the Fiscal Year 2002 Budget Policy Resolution.

ADOPTED by the County Board of McLean County, Illinois, this 21st day of May, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

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SCHEDULE A

CALENDAR FOR PREPARATION OF THE
FISCAL YEAR 2003 BUDGET,
FIVE YEAR CAPITAL IMPROVEMENT BUDGET,
AND RECOMMENDED THREE YEAR BUDGET

<u>MONTH/DATE</u>	<u>ACTIVITY TO BE COMPLETED</u>
May 21, 2002	County Board approves and adopts the Resolution Establishing the Budget Policy for Fiscal Year 2003
May 30, 2002 <u>June 17, 2002</u>	Department Head Meeting with Administrator - Distribution of Fiscal Year 2003 Budget Manual of Instructions
June 5-7, 2002 <u>June 24-26, 2002</u>	Training Meetings scheduled with Information Services staff for departmental personnel who will be entering budget requests into the computer. Departments should review the Fiscal Year 2003 Budget Manual of Instructions and bring questions along with departmental budget worksheets to the training meetings. PLEASE NOTE: Information Services will schedule individual department training sessions. Please call Information Services at ext. 5109 to schedule an appointment or use the departmental sign-up sheet.
June 12, 2002 <u>July 1, 2002</u>	Departments begin entering and revising Fiscal Year 2003 budget data, Five-Year Capital Improvement Budget, and the Recommended Three-Year Budget.
July 5, 2002 <u>July 19, 2002</u>	New Position(s) Requests and Justification for New Position(s) completed and submitted to the Administrator's Office. <u>PLEASE NOTE:</u> Department personnel will NOT enter Personnel expenses (500 series line-item accounts) into the computer. The Assistant County Administrator will enter all Personnel expenses (500 series line-item accounts). Departments must submit Personnel budget requests to the Administrator's Office by <u>July 5, 2002 July 19, 2002.</u>

(2)

MONTH/DATE

ACTIVITY TO BE COMPLETED

This information will be entered into the computer by ~~July 24, 2002~~ August 16, 2002 and transmitted to the departments by ~~July 31, 2002~~ August 23, 2002.

~~July 12, 2002~~ July 19, 2002

Department Narrative Description, Program Objectives completed.

Revenue (400 series line-item accounts) completed and entered into computer.

Materials and Supplies (600 series line-item accounts) completed and entered into computer.

Contractual Expenses (700 series line-item accounts) completed and entered into computer.

Capital Outlay (800 series line-item accounts) completed and entered into computer.

Recommended Three-year Budget for Fiscal Year 2004, Fiscal Year 2005, and Fiscal Year 2006 completed and entered into computer.

Five Year Capital Improvement Budget completed and submitted to the Administrator's Office.

~~July 12, 2002~~ July 19, 2002

Budget Data Entry System locked by Information Services. All Fiscal Year 2003 Budget data and Recommended Three-year Budget data should be completed and entered.

~~July 17, 2002~~ July 29, 2002

through

~~August 23, 2002~~ September 13, 2002

County Administrator reviews the departmental budget requests and meets with department heads to discuss their budget requests.

~~September 9, 2002~~ September 30, 2002

County Administrator advises departments of revenue/expenditure status.

(3)

MONTH/DATE

ACTIVITY TO BE COMPLETED

~~September 17, 2002~~ October 15, 2002

Recommended Fiscal Year 2003 Budget presented to the County Board.

~~September 19, 2002~~ October 16, 2002
through
November 8, 2002

Oversight Committees and Executive Committee review the Recommended Budget.

November 12, 2002

Review of Fiscal Year 2003 Recommended Budget, including all Oversight Committee recommendations, by the Executive Committee.

November 19, 2002

County Board approves and adopts Fiscal Year 2003 Budget.

December 30, 2002

Fiscal Year 2003 Adopted Budget entered to create the Auditor's and Treasurer's record for the new fiscal year.

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Members Sorensen/Emmett moved the County Board approve Request for Approval of a Resolution Establishing Budget Policy for Fiscal Year 2003. Member Sommer asked if the budget policy compresses the time between when the budget is submitted and the time it is passed. He said there is no problem for him but two Members of his Committee that serve on Finance and Justice are going to have their plates full in 30 days to get that job done. He continued if we compress that to 30 days, it denies the Justice Committee the opportunity to meet and establish the necessary three or maybe four special meetings in the next 60 days but it isn't 60 days anymore. The Committee might even require one additional meeting because they are going to have one less regularly scheduled Justice Committee meeting. Member Owens echoed Member Sommer's remarks and asked if the reason this was proposed was due to the possible delay in the State's budget. He then asked if next year they could go back and change this to where we have at least 60 days. Chairman Sweeney stated if the Board makes this decision now they can make it again in a couple of months. Member Sorensen stated this budget policy Resolution comes before this Board every year that establishes that timeline so we have that flexibility. Member Sommer asked Mr. Zeunik if when the State submits its budget will that fix, with absolute certainty, the amount of money they would then delegate to the County. Mr. Zeunik replied no, the difficulty with the State is that at this point we aren't sure when they are going to finish. The anticipation is that they will finish by Friday, May 31, 2002 but they have been known to go beyond that. If the State adopts a budget in the manner that they have in previous years there will be an ominous budget bill that will appear on the Legislators' desks in the eleventh hour and they will be told to vote to approve it. He indicated the Board wouldn't know the details of what is in that bill until probably 45 to 60 days after it passes. He explained when it comes to issues involving State reimbursement for salaries when it comes to dollars available for redistribution back to local governments it may very well be the middle or end of July. The concern expressed by the Finance Committee was the uncertainty of not knowing what is going to be in that final State budget, and if it would be better having the additional time to understand and then to be able to incorporate that into a recommended budget. Member Sorensen stated he thought that was very fair and he thinks it also warrants saying that the State budget situation is not the only reason that this seemed like a good idea to the Finance Committee. He said it makes sense that if it is possible for our committees to deal with this in a shorter time window in the end it probably will speak a lot to our ability to be more accurate in our budgeting process. Member Sommer stated in light of the fact that it is not known when the budget will be adopted and the content of the ominous bill, if the Board was to presume that the bill would not be passed until the 30th of June and if that interpretation could take 15 to 45 days then the Board might not be any better off than they are now and suggested they stay where they are. Chairman Sweeney stated there is a Motion on the floor to accept the Resolution establishing the budget policy for the year 2003 and all in favor should signify by say aye. Clerk Milton shows all Members present voting in favor of the Motion, except Member Sommer who voted no. Motion carried.

Member Sorensen, Chairman, presented the following:

LABOR AGREEMENT

Between the

MCLEAN COUNTY BOARD

And

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 31
AFL-CIO

On Behalf of
AFSCME Local 537

January 1, 2002 - December 31, 2004

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits, and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the County of McLean as represented by the McLean County Board (hereinafter referred to as the Employer) and the American Federation of State, County and Municipal Employees (hereinafter referred to as the Union), AFSCME Council 31, AFL-CIO, for and on behalf of Local 537.

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including, but not limited to the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge regular employees for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per workweek, if any; to establish and change work schedules and assignments; the right to introduce new methods of operations; to eliminate, relocate, transfer or subcontract work; and, to maintain efficiency in the department, is vested exclusively in the Employer, provided the exercise of such rights of management does not conflict with the provisions of this Agreement.

ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all permanent employees of the Highway Department who are Truck Drivers/Laborers, Engineering Technicians, and Equipment Operators.

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ARTICLE 2

UNION SECURITY CLAUSE

Section 1 -Membership and Fair Share

All employees working in the bargaining unit on the effective date of this Agreement shall have a period of thirty (30) calendar days to decide whether or not they wish to become or remain members of the Union. Employees who elect to join or remain members of the Union shall remain members in good standing and pay dues for the duration of this contract. All employees in the bargaining unit who are hired after the effective date shall likewise have thirty (30) calendar days to decide whether or not they wish to become members of the Union. Should they elect to join the Union, they must remain members in good standing and pay dues for the duration of this contract. Those employees selecting not to be members of the Union, will be under no obligation to do so.

Thirty (30) days after the effective date of this Agreement, those employees selecting not to be members of this Union shall be required to pay in lieu of dues a proportionate fair share of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours and other conditions of employment. Said fair share amount shall be certified by the Union to the employer, and shall not exceed the amount of dues uniformly required of members. All bargaining unit employees hired on or after the effective date of this Agreement who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above. They may, however, join the Union at any time. All employees are free to resign from the

Union during the thirty (30) day period immediately preceding the expiration of the Collective Bargaining Agreement.

Section 2 - Checkoff

The Employer agrees to deduct Union dues and Union sponsored benefit program contributions, to a maximum of a total of three (3) such deductions, from the pay of those employees who individually request in writing that such deductions be made. The aggregate deductions of all employees and a list of their names, addresses, social security numbers, and the amount deducted shall be remitted monthly to AFSCME Council 31, 534 South Second Street, Springfield, Illinois, 62701. The Union shall advise the Employer of any increase in dues and/or assessments at least thirty (30) days prior to the effective date.

Section 3 Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by an employee against the Employer as a result of the Employer's complying with this Article.

ARTICLE 3

NO STRIKES OR LOCKOUT

During the term of this Agreement, there shall be no strikes, work stoppages or slow-downs. No officer or representative of the Union shall authorize, institute, instigate, aid or condone such activities.

No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

ARTICLE 4

SUB-CONTRACTING

It is the policy of the Employer to make every reasonable effort to utilize its employees to perform work they are qualified to do and, to that end, the employer will avoid, in so far as is practicable, the subcontracting of work performed by employees in the bargaining unit. However, the employer reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy, or other related factors.

ARTICLE 5

INTEGRITY OF THE BARGAINING UNIT

The Employer recognizes the integrity of the bargaining unit, and will not take any action directed at eroding it. Subject to the provisions of this Agreement, the Employer will continue to endeavor to assign bargaining unit work to bargaining unit employees. The hiring of temporary or emergency employees to supplement bargaining unit employees' work on a temporary basis shall not be considered erosion of the bargaining unit.

Duties currently performed by the foreman and sign foreman will not be considered erosion of the unit.

ARTICLE 6

UNION RIGHTS

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings, Labor/Management meetings, meetings called or agreed to by the Employer, if said employees are required to attend such meetings.

The Employer agrees that AFSCME Staff Representatives shall have reasonable access to the premises of the Highway Department of the Employer, giving notice upon arrival to the appropriate Employer representative.

The Employer shall provide a bulletin board at the work location for the sole and exclusive use of the Union. No political material of any sort may be placed upon the bulletin board.

ARTICLE 7

PERSONNEL FILES

All employees covered by this Agreement shall be afforded all rights regarding personnel files as described in 820 ILCS 40/1 et seq.

ARTICLE 8

JOB DESCRIPTION

Prior to making any substantial changes in existing job descriptions, the Employer agrees to meet with the Union to discuss such changes.

ARTICLE 9

NON-DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical disability.

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted under 5 ILCS 315/1 et seq. or for their participation in or lawful activities on behalf of the Union.

ARTICLE 10

HOURS OF WORK

Normally, the work week shall consist of forty (40) hours per week and of five (5) consecutive eight and a half (8-1/2) hour days, Monday through Friday inclusive. The work day shall consist of eight and a half (8-1/2) consecutive hours with an interruption of one-half (1/2) hour unpaid lunch, at the midpoint of the shift.

Employees shall be allowed two (2) fifteen (15) minute rest periods; one (1) during the first half of the shift and one (1) during the second half of the shift. If the employees so desire, the second rest period may be taken immediately preceding their normal quitting time. All employees shall opt for the early or late break on a weekly basis. Employees shall be allowed adequate travel time in order to return to the County Highway Department facility at the end of the shift.

The normal hours of work shall be 7:30 a.m. to 4:00 p.m. However, the Union or the Employer may request changing starting and quitting times for all or part of the bargaining unit. Such change shall be made only by mutual consent of the parties.

When employees are called to report to work outside of their normal work hours, they shall be paid a minimum of two (2) hours, unless the call out immediately precedes the start of a work shift by less than two (2) hours, in which case it shall be the time actually worked.

Any employee driving emergency snow removal equipment home overnight shall remain in paid status until he/she arrives home, and from the time he/she leaves home in the morning.

ARTICLE 11

OVERTIME

Section 1 - Overtime Pay

Any employee required to work more than eight (8) hours per day shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate for time over eight (8) hours worked in the same day. Overtime shall not apply to an employee who calls in sick, or is otherwise on leave, reports to work later the same day, and does not actually work beyond the full eight (8) hours that day. In such case, paid leave time shall be adjusted to reflect an eight (8) hour day.

Employees will be paid overtime pay at a rate of time and one-half for all hours worked in excess of forty (40) hours per week.

Personal days, vacation days, paid sick leave and holidays, and bereavement leave taken during the week will be counted as days worked for the purpose of computing overtime.

Any employee required to work any holiday shall be paid at the rate of two (2) times the employee's straight time hourly rate. This premium pay is in addition to the holiday pay.

Overtime shall not be pyramided or paid twice for the same hours worked.

Section 2 - Meal Allowance

Any employee required to work twelve (12) or more consecutive hours shall receive a meal allowance of ten dollars (\$10.00).

Section 3 - Overtime Scheduling

Any employee who is assigned to work that requires more than the normal eight (8) hours or weekend work and/or territorial problems on ice removal shall continue to perform that work. If

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an employee so assigned chooses not to work the overtime, another qualified employee shall be selected based on availability (i.e. distance) and the overtime rotation principle of equality in distribution. If the overtime requires work on Saturday and/or Sunday, or if overtime is expected to occur repeatedly on a recurring basis during weekdays, the assignment shall first be offered to bargaining unit members on a rotating basis, the qualified employee having the least number of overtime hours being given the first opportunity. On an emergency call-out, the most available bargaining unit person shall be called first.

Overtime records and distribution will be posted bi-weekly starting with the first pay period of the year.

If, through administrative error, an employee is missed, that employee shall be offered the next available overtime opportunity or opportunities which equal the overtime that was missed. Upon request, the Union shall be provided with the most current overtime equalization information.

ARTICLE 12

DRUG AND ALCOHOL TESTING PROGRAM

The parties agree to abide by the rules and regulations promulgated under the Omnibus Transportation Employee Testing Act of 1991, and subsequent amendments to that Act, by agreeing to the provisions of the McLean County DOT Drug and Alcohol Testing Program as presented prior to the signing of this Labor Agreement.

The Employer shall immediately notify the Union of, and offer to discuss, any changes in this Program which are necessitated by changes in Federal or State law. Any changes not mandated by law shall be subject to negotiation between the parties.

The parties also agree that, to the extent that it is practical for management to do so without disruption to work operations, the Employer will notify the Union as soon as possible of any employee who is subject to "reasonable suspicion testing" as provided in this Program.

ARTICLE 13

DISCIPLINE AND DISCHARGE

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action, including discharge, may be imposed on an employee only for just cause, except that the discharge of a probationary employee is at the sole discretion of the Employer and shall not be subject to arbitration.

Depending on the seriousness of the offense and the facts and circumstances involved, discipline may be imposed as follows:

(a) One-on-one counseling, and if indicated, assistance in solving a problem area should be given prior to the initiation of any disciplinary action.

(b) Written reprimand, warning - a written reprimand or written correction should be given to the employee after a recurrence of the action.

(c) Suspension.

(d) Discharge.

In the event disciplinary action of suspension or discharge is taken against an employee, the Employer shall notify the employee and the Union in writing with a clear and concise statement of the reasons therefore.

An employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one, and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

Once discipline is imposed, the Employer shall not increase it for the same particular act of misconduct.

All written reprimands or other statements of disciplinary

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action on file will become void if, for the two (2) year period following the written statement or disciplinary action, the employee remains in continuous active service and received no further disciplinary action.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 1 - Definition

A grievance is defined as a dispute or difference of opinion raised by one (1) or more employees, and/or the Union involving the meaning, interpretation or application of the express provisions of this Agreement. However, the lay off or discharge of a probationary employee shall not be subject for arbitration.

Section 2 - Grievance Steps

A grievance shall be processed in the following manner:

Step 1: If any employee, or the Union, has a grievance, it shall be submitted to the supervisor who is designated for this purpose. The supervisor shall give his/her oral answer within five (5) days after such presentation.

Step 2: If the grievance is not settled in Step 1 and the Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred, in writing, to the Department Head within five (5) working days after the designated supervisor's answer in Step 1, and shall be signed by both the employee and the Union Steward. The Department Head, or his/her representative, shall discuss the grievance within five (5) working days with the Union Steward or the Union Representative at a time mutually agreeable to the parties. If no settlement is reached, the Department Head, or his/her representative, shall give the Employer's written answer to the Union within five (5) working days following their meeting.

Section 3 - Arbitration

If the grievance is not settled in accordance with the foregoing procedure, the Union¹⁰⁰ may refer the grievance to

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arbitration within seven (7) working days after receipt of the Employer's answer in the final step. The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral and, in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately, jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first two (2) names; the Employer shall then strike two (2) names, and the remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union that he/she set a time and place, subject to the availability of the Employer and Union representatives.

Section 4 - Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision¹⁰¹ shall be based solely upon

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his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 5 - Expenses of Arbitration

The fees and expenses of the arbitrator and the cost of a single copy of a written transcript shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6 - Time Limit

No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the occurrence of the event giving rise to the grievance or within ten (10) working days after the employee become aware of the occurrence of the event giving rise to the grievance.

The time limit in each Step may be extended by mutual written agreement of the Employer and Union representatives involved in each Step. The term "working days", as used in this Article, shall mean the days Monday through Friday inclusive.

ARTICLE 15

SENIORITY

Section 1 - County Seniority

County Seniority is defined as the employee's length of continuous service with the County since his last date of hire as a permanent employee. This seniority shall be applied in determining benefits unless specifically excluded. Adjustments to County Seniority (i.e. subtractions) shall be made for all breaks in service exceeding three (3) months, i.e. unpaid leaves of absence and layoffs. Except as otherwise stated, "length of service" shall be equal to the employee's County Seniority.

Section 2 - Union Seniority

Union seniority is defined as the employee's length of continuous service with the County since his last date of hire as a member of this bargaining unit. Union seniority is subject to the same adjustments and conditions as County seniority.

Section 3 - Breaking Seniority

An employee shall lose all seniority and employment status upon resignation, discharge for just cause, retirement, layoff exceeding twelve (12) months, injury off-the-job or on-the-job for employees employed less than five (5) full years where the employee is absent for a period of twelve (12) consecutive months and for employees employed for more than five (5) full years where an employee is absent for a period of twenty-four (24) consecutive months. If an employee returns to work within the limitation periods provided for by layoff, injury off-the-job or injury on-the-job, then in that event, the employee may begin to accrue seniority without losing previous seniority accrued while working for the Employer.

Section 4 - Seniority List

The Employer shall post and submit to the local Union President an updated seniority list twice each year, during January and July, noting both Union seniority and County seniority. All disputes concerning the posted listing shall be processed as grievances but only if submitted within two (2) weeks of the date of the original posting of the seniority listing.

Section 5 - Probationary Period

All new employees shall complete a probationary period of six months. During the probationary period, the employee will accumulate seniority rights but not exercise such rights without the approval of the department head. During the probationary period, the layoff or discharge of an employee shall be at the sole discretion of the Employer and such discharge or layoff may not be a subject for arbitration.

ARTICLE 16

FILLING OF VACANCIES

When a vacancy exists in the bargaining unit, the Employer will fill such vacancy in accordance with the following procedure:

(a) The vacancy shall be posted for bid for a period of ten (10) working days on a bulletin board which is accessible to all bargaining unit employees.

(b) Any bargaining unit employee may bid on the posted position.

(c) Bidding employees shall be considered on the basis of their job qualifications and ability. When job qualifications are relatively equal, then Union seniority will govern who fills the opening.

In order to provide the upward mobility of the bargaining unit employees, the Employer will provide on-the-job training for those employees who request such training.

No vacancy shall be filled in this manner if there are bargaining unit employees on layoff or subject to layoff who have occupied the vacant position.

ARTICLE 17

LAYOFF AND RECALL

A layoff is defined as a decrease of the existing work force or the abolishment of an existing position.

- (a) Layoff shall be by position classification.
- (b) Employees shall be laid off in inverse order of the Union seniority as defined in Article 15.

Section 1 - Bumping

- (a) An employee subject to layoff is defined as that employee who is scheduled to be laid off by the Employer or removed from their position classification, even though they still may be on the Employer's payroll.
- (b) An employee subject to layoff may bump a less senior employee in another position classification, if qualified.
- (c) If an employee is unable to bump a less senior employee, or if an employee waives the right to bump, that employee will be laid off.

When a vacancy occurs in the bargaining unit, employees shall be recalled in seniority order. An employee's right to recall shall be for a period of one (1) year.

If the vacancy exists in the bargaining unit at the time an employee is subject to layoff, the vacancy shall be filled by that employee, if qualified.

ARTICLE 18

UNIFORMS

All employees will be provided summer and winter uniforms as follows:

- 2 Pairs of Safety Shoes
- 1 Pair of Insulated coveralls
- 5 Winter Shirts
- 5 Pairs of Jeans
- 1 Winter Jacket
- 1 Orange Sweatshirt
- 1 Pair of Leather Gloves
- 5 Orange Tee Shirts
- 1 Orange Winter Cap
- 1 Orange Summer Cap

The Employer agrees to replace and/or clean coveralls. When the items listed above are worn out, they will be replaced. Employees shall wear the uniforms provided by the Employer.

ARTICLE 19

LEAVES OF ABSENCE

Section 1 - Sick Leave

Each year, all bargaining unit employees shall earn the equivalent of ten (10) paid sick days through the course of the year, based on the hourly accrual rate of .03847. Employees shall be allowed to carry over from year-to-year a maximum of 120 days (960) hours.

Upon retirement or termination, except discharge for cause, an employee carrying a minimum of thirty (30) unused sick days may receive payment of half (1/2) of the unused sick days to a maximum of 45 days or, in the alternative, may apply the total number of unused sick days towards retirement under IMRF (i.e. service credits).

Sick leave can be used for illness, disability, or injury of the employee, and for appointments with a doctor or dentist. An employee can use sick leave for illness, disability, or injury of a member of the employee's immediate family.

Immediate family shall be defined as husband, wife, mother, father, brother, sister and children.

Sick leave may be used in no less than one (1) hour increments. Any employee who has exhausted sick leave benefits shall be granted, upon request, a leave of absence without pay for a period of up to two (2) years for employees with five (5) or more full years of service and a period of up to one (1) year for employees with less than five (5) full years of service. The Employer may require a written statement explaining the employee's health condition with said statement to be provided by a medical doctor (M.D.).

Section 2 - Sick Leave Excess Bank

Sick leave hours accumulated in excess of the maximum shall be credited to the employee's sick leave excess bank which will be reported to the IMRF upon the employee's retirement for service credits. Such hours may not be used or withdrawn in any other manner from this sick leave excess bank.

Section 3 - Personal Leave

All bargaining unit employees shall be permitted two (2) personal days off each calendar year with pay.

Section 4 - Seniority Upon Return from Leave

An employee shall retain seniority while on leave of absence. When an employee returns from leave of absence, the Employer shall return the employee to the same or similar position in which the employee was the incumbent prior to the commencement of such leave, seniority permitting. Any employee who exceeds the limits of leave prescribed by Article 15 and Article 19 shall lose employment status. A temporary employee may be utilized for the duration of an incumbent employee's leave.

Section 5 - Bereavement Leave

The Employer agrees to provide employees leave without loss of pay, as a result of death in the family, not to exceed three (3) consecutive days, excluding regularly scheduled days off, immediately following the death of a member of the immediate family. Immediate family shall be defined as husband, wife, mother, father, brother, sister, children, grandparents, mother-in-law and father-in-law.

ARTICLE 20

HEALTH AND LIFE INSURANCE

Section 1 - Health Insurance

Employees covered by this Agreement will be eligible to participate in the County's health insurance plan subject to the same terms and conditions applicable to other County employees generally.

Prior to the implementation of any change in the rates or the coverage of the County's regular plan, the Employer will meet and confer with the Union. With any change in rates, the present proportion of contributions will be maintained. With any change in benefits, upon the request of the Union the parties shall meet to negotiate the impact of such changes.

Section 2 - Life Insurance

The Employer shall provide \$10,000 in group life insurance coverage for each bargaining unit member covered by the Health insurance plan.

ARTICLE 21

HOLIDAYS

Section 1 - Designated Holidays

The following days shall be holidays:

New Year's Day

Martin Luther King Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Section 2 - Holiday Adjustment

When one of the above holidays falls on Sunday, the following Monday shall be observed as the holiday. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 3 - Holiday Pay Requirement

In order to receive holiday pay, an employee must work the scheduled day of work immediately before and after the holiday, unless absence on either or both of these days is for good cause and approved by the Employer.

ARTICLE 22

VACATIONS

Section 1 - Amount

Employees shall earn vacation time in accordance with the following schedule:

Years of Service with Benefits (County Seniority)	Hourly Accrual Rate	Projected Annual Days
Start through 6th year	.03847	10
7th through 15th year	.05769	15
16th year	.06153	16
17th year	.06538	17
18th year	.06923	18
19th year	.07307	19
20th year	.07692	20
21st year	.08077	21
22 nd year and above	.08462	22

Section 2 - Vacation Time Usage

Requests for vacation leave of one (1) working week or longer must be made at least one (1) full working week prior to the taking of the leave. Requests for vacation leave for periods less than one (1) full working week must be made at least twenty-four (24) hours prior to the taking of leave. Vacation time may be taken in increments of no less than one hour at any time after it is earned. Requests for vacation shall not be unreasonably denied.

Section 3 - Vacation Carryover

An employee may carry over into the next calendar year a maximum of one year's accumulation, at the employee's present accrual rate.

Section 4 - Payment for Vacation Accumulated

Upon separation from County employment for any reason, the employee shall be paid for all accumulated, unused, vacation time at the employee's hourly rate of $\frac{112}{\text{pay}}$ on his last day of work.

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ARTICLE 23

WAGES

Section 1 - Rates

Pay steps for bargaining unit positions will increase by the following amounts (see Attachment A for all steps):

	<u>2002</u>	<u>2003</u>	<u>2004</u>
Steps 1 through 19	\$.50	\$.45	\$.40
Step 20	.60	.55	.50

Section 2 - Promotion Rates

An employee moving from the one classification to a higher paid classification will suffer no loss in pay.

Section 3 - Temporary Assignments

An employee who is temporarily assigned to work normally performed by an employee in a higher job class shall receive the appropriate wage rate of that higher class after eight (8) continuous hours of such assignment.

Section 4 - Commercial Drivers License

The employer will pay the costs of obtaining and renewing a Commercial Drivers License and required endorsements for any employee who is assigned to a position that requires such credentials.

ARTICLE 24

SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, the parties shall attempt to renegotiate the invalidated provision. All remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 25

SPECIAL MEETINGS

Section 1 - Safety/Labor Meeting

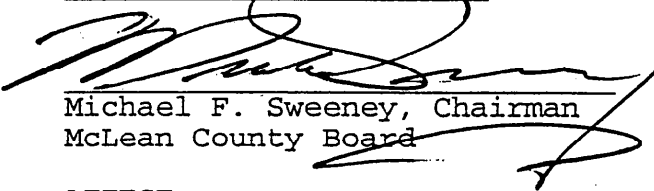
In attempting to promote a safe and harmonious work environment, the parties agree to meet every other month (unless both parties waive or to meet would create an overtime situation) to discuss safety issues and/or concerns. An agenda shall be prepared five (5) calendar days prior to meeting.

ARTICLE 26

TERMINATION

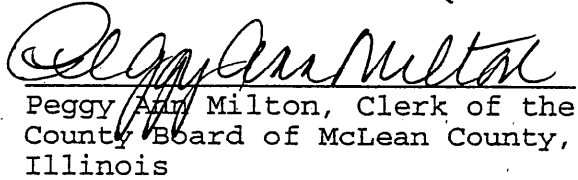
This Agreement shall be effective January 1, 2002, and shall continue in full force and effect until December 31, 2004, and thereafter from year-to-year unless not more than ninety (90) days, but not less than sixty (60) days prior to December 31, 2004, either party gives written notice to the other of the intention to amend or terminate this Agreement.

FOR MCLEAN COUNTY BOARD:


Michael F. Sweeney, Chairman
McLean County Board

FOR AFSCME COUNCIL 31:

ATTEST:


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

Date: 5-27-02

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**ATTACHMENT A
PAY STEPS
AFSCME 537
2002-2004**

7003 Driver/ Laborer	Step	.50/.60		.45/.55		.40/.50	
		2002	2003	2003	2004	2002	2004
	1	13.3025	13.7525	14.1525	14.3456	15.1956	15.0621
	2	13.5457	13.9957	14.3957	14.6087	15.4587	15.3388
	3	13.7889	14.2389	14.6389	14.8718	15.7218	15.6155
	4	14.0321	14.4821	14.8821	15.1349	15.9849	15.8922
	5	14.2753	14.7253	15.1253	15.3980	16.2480	16.1689
	6	14.5185	14.9685	15.3685	15.6611	16.5111	16.4456
	7	14.7617	15.2117	15.6117	15.9242	16.7742	16.7223
	8	15.0049	15.4549	15.8549	16.1873	17.0373	16.9990
	9	15.2481	15.6981	16.0981	16.4504	17.3004	17.2757
	10	15.4913	15.9413	16.3413	16.7135	17.5635	17.5524
	11	15.7345	16.1845	16.5845	16.9766	17.8266	17.8291
	12	15.9777	16.4277	16.8277	17.2397	18.0897	18.1058
	13	16.2209	16.6709	17.0709	17.5028	18.3528	18.3825
	14	16.4641	16.9141	17.3141	17.7659	18.6159	18.6592
	15	16.7073	17.1573	17.5573	18.0291	18.8791	18.9359
	16	16.9505	17.4005	17.8005	18.2922	19.1422	19.2126
	17	17.1937	17.6437	18.0437	18.5553	19.4053	19.4893
	18	17.4369	17.8869	18.2869	18.8184	19.6684	19.7660
	19	17.6801	18.1301	18.5301	19.0815	19.9315	20.0427
	20	18.0233	18.5733	19.0733	19.4446	20.4946	20.4194

7005 Operator	Step	.45/.55		.50/.60		.40/.50	
		2003	2004	2002	2003	2003	2004
	1	15.5121	15.7888	15.0621	14.7956	15.1956	15.0621
	2	15.7888	16.0655	15.3388	15.0587	15.4587	15.3388
	3	16.0655	16.3422	15.6155	15.3218	15.7218	15.6155
	4	16.3422	16.6189	15.8922	15.5849	15.9849	15.8922
	5	16.6189	16.8956	16.1689	15.8480	16.2480	16.1689
	6	16.8956	17.1723	16.4456	16.1111	16.5111	16.4456
	7	17.1723	17.4490	16.7223	16.3742	16.7742	16.7223
	8	17.4490	17.7257	17.0373	16.6373	17.0373	17.0373
	9	17.7257	18.0024	17.3004	16.9004	17.3004	17.3004
	10	18.0024	18.2791	17.5635	17.1635	17.5635	17.5635
	11	18.2791	18.5558	17.8266	17.4266	17.8266	17.8266
	12	18.5558	18.8325	18.0897	17.6897	18.0897	18.0897
	13	18.8325	19.1092	18.3528	17.9528	18.3528	18.3528
	14	19.1092	19.3859	18.6159	18.2159	18.6159	18.6159
	15	19.3859	19.6626	18.8791	18.4791	18.8791	18.8791
	16	19.6626	19.9393	19.1422	18.7422	19.1422	19.1422
	17	19.9393	20.2160	19.4053	19.0053	19.4053	19.4053
	18	20.2160	20.4927	19.6684	19.2684	19.6684	19.6684
	19	20.4927	20.7694	19.9315	19.5315	19.9315	19.9315
	20	20.7694	21.0461	20.2160	19.9946	20.4946	20.4194


Members Sorensen/Arnold moved the County Board approve Request for Approval of a Collective Bargaining Agreement - AFSCME Local 537 (for County Highway Employees). Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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Member Sorensen, Chairman, presented the following:



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

DATE: May 14, 2002
TO: Honorable Michael Sweeney, Chairman, McLean County Board
FROM: Peggy Ann Milton 
RE: 10 ILCS 5/13-2 Counties under township organization
Appointment of Judges of Election

Pursuant to the referenced statute, the County Board shall at its meeting in May in each even-numbered year select in each election precinct in the County, five capable and discreet electors (two Democratic and three Republican per precinct) to be judges of election. Each elector shall possess the qualifications required for such judges.

Accordingly, attached you will find a Certified List of Candidates for Election Judges submitted by the respective Chairmen of the Democratic and Republican Central Committees. Election judges will serve for a period of two years or until their successor(s) have been duly appointed as provided by law. You will note some precincts do not have a sufficient amount of judges. We will continually work with each Central Committee in an attempt to fill each precinct with the appropriate number of judges. Some precincts have more than the required number of judges. The extra judges will be used as alternates to fill vacancies as needed. Also, there is a supplemental list that provides individuals residing in the City of Bloomington. The judges listed on the supplemental list will also be used as alternate election judges if needed.

Please present the enclosed lists to the County Board for approval and further confirmation by the Circuit Court as provided in Section 13-3

Enclosures

STATE OF ILLINOIS

COUNTY OF McLEAN

CERTIFIED LIST OF CANDIDATES FOR ELECTION JUDGES - DEMOCRATIC PARTY


TO THE COUNTY BOARD:

The following-named persons are hereby submitted by the undersigned Chairman of the Democratic Central Committee of said party as capable and duly qualified electors, residing in the respective precincts of said County, to be considered by your body on May 21, 2002, for the purpose of serving as Election Judges within their respective precincts for a period of two years or until their successors have been duly appointed as provided by law.

I hereby certify that this list has been prepared by me in compliance with the law.

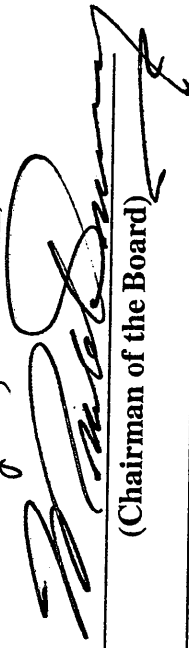
Dated this 13th day of May, 2002

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(Chairman of the Democratic Central Committee)

I certify that said party is entitled to the number of Election Judges in each precinct as specified, and the selection of these candidates has been made by the McLean County Board on May 21, 2002.

Dated May 21, 2002.


(Chairman of the Board)

ATTEST

(McLean County Clerk)

**McLean County, Illinois
Democratic Election Judges**

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
ALLIN TOWNSHIP	EJ	NANCY ANN EVANS	410 W NORTH ST	STANFORD IL 61774-0000	309-379-4711
	EJ	GREGORY A GOSSMEYER	426 KATHLEEN ST	STANFORD IL 61774-0000	309-379-7971
ANCHOR	EJ	MARSHA JOLENE KLINTWORTH	309 SECOND ST	ANCHOR IL 61720-0000	309-723-3911
ARROWSMITH	EJ	HARVEY D BRENT	10505 N 3025 EAST RD	ARROWSMITH IL 61722-0000	309-724-8238
	EJ	MYRTA SMITH	202 S MAIN ST	ARROWSMITH IL 61722-0000	309-727-1166
BELLFLOWER	EJ	WILMA J GRUSSING	W CENTER ST	BELLFLOWER IL 61724-0000	309-722-3417
	EJ	ALICE IRENE POWER	RR 1 BOX 105	BELLFLOWER IL 61724-0000	309-722-3736
BLOOMINGTON 2	EJ	JULIEANN CLEMONS	16124 RAINTREE RD	BLOOMINGTON IL 61704-8953	309-829-6271
	EJ	JUDITH A EVANS	3109 CAPODICE RD	BLOOMINGTON IL 61704-0000	309-827-6997
	EJ	LOUIS J STARCEVIC	415 PRISCILLA LN	BLOOMINGTON IL 61704-0000	309-662-3224
BLOOMINGTON 4	EJ	LILINDA F BRITTIN	116 WASHBURN ST	BLOOMINGTON IL 61704-0000	309-827-4806
	EJ	GRETHE E ARMSTRONG	2009 BERT ST	BLOOMINGTON IL 61704-0000	309-827-4558
	EJ	WILLIAM B SMITH	2201 BERT ST BLOOMINGTON HTS	BLOOMINGTON IL 61704-0000	309-829-1565

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McLean County, Illinois
Democratic Election Judges

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
BLUE MOUND 01	EJ	ISABELLE ANN KERBER	16302 N 2500 EAST RD	COOKSVILLE IL 61730-0000	309-725-3354
	EJ	MARY LOUISE SUTTER	15787 N 2600 EAST RD	COOKSVILLE IL 61730-0000	309-725-3559
CHENEY'S GROVE 01	EJ	DOROTHY GALLO	105 S WASHINGTON ST	SAYBROOK IL 61770-0000	309-475-2187
	EJ	NORMA J ROTH	113 E NORTH ST	SAYBROOK IL 61770-0000	309-475-2881
CHENOA 01	EJ	ROBERTA ANN THOMAS	622 MASON ST	CHENOA IL 61726-0000	815-945-7285
	EJ	JOSEPHINE A GEIGNER	702 SHERIDAN ST	CHENOA IL 61726-0000	309-945-7881
CHENOA 2	EJ	CLINT D HILL	31153 CENTER ST	CHENOA IL 61726-0000	309-747-3245
CROPSEY	EJ	PAULA L PUTNAM	39812 E 2250 NORTH RD	CROPSEY IL 61731-0000	309-377-2251
	EJ	PAMELA L GOMEZ	39091 E 2250 NORTH RD	CROPSEY IL 61731-0000	309-377-9919
	EJ	CHARLOTTE J BRUCKER	40333 E 2250 NORTH RD	CROPSEY IL 61731-0000	309-377-2047
DALE	EJ	EDNA ANNA DUBBELDE	RR 1 BOX 85	STANFORD IL 61774-0000	309-379-7741
	EJ	GENEVIEVE V MATTER	8796 E 1000 NORTH RD	BLOOMINGTON IL 61704-0000	309-379-7661
	EJ	JOETTA A DEVORE	8731 E 1400 NORTH RD	BLOOMINGTON IL 61704-0000	309-828-1964

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**McLean County, Illinois
Democratic Election Judges**

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
DANVERS	EJ	NORMA JEAN ESTES	501 E MAIN ST	DANVERS IL 61732-0000	309-963-4875
	EJ	CAROLYN M KAUFMAN	846 OLD PEORIA RD	DANVERS IL 61732-0000	309-963-4594
	EJ	NANCY EICH	17097 N 150 EAST RD	DANVERS IL 61732-0000	309-963-5512
	EJ	TERESA L GOJJON	20241 N 250 EAST RD	DANVERS IL 61732-0000	309-963-2020
	EJ	LAURA A SCHMITT	18858 TOMAHAWK TRL	DANVERS IL 61732-0000	309-963-4827
	EJ	KATHY L CRAVENS	56 BOON CT	DANVERS IL 61732-0000	309-963-4759
	EJ	JACK CLEM	1712 BRIARWOOD AVE	DANVERS IL 61732-0000	309-963-4570
	EJ	LESLIE M BOSWELL	407 E COLUMBIA ST	DANVERS IL 61732-0000	309-963-3904
	DAWSON	EJ	MARGARET RUTH ADAMS	207 E SCHOOL ST	ELLSWORTH IL 61737-0000
EJ		PAULINE ALLISON	27749 E 1100 NORTH RD	ELLSWORTH IL 61737-0000	309-724-8468
DOWNNS	EJ	BLANCHE SUTTON	18799 E 700 NORTH RD	BLOOMINGTON IL 61704-0000	309-724-8097
	EJ	COURTNEY N BRADFORD	2944 N 2200 EAST RD	LE ROY IL 61752-0000	309-962-9686
	EJ	WILLIAM L MADDEN	105 N SEMINARY AVE	DOWNS IL 61736-0000	309-378-4282
	EJ	MARIETTA MC MANUS	304 WOODLAWN AVE	DOWNS IL 61736-0000	309-378-4098
DRY GROVE	EJ	ELIZABETH A LITHERLAND	3548 W ZIEBARTH RD	NORMAL IL 61761-0000	309-376-1212
	EJ	EVELYN JEAN SCHWOERER	3925 W ZIEBARTH RD	BLOOMINGTON IL 61704-0000	309-376-7811
	EJ	ANNA MAE SHEPPELMA	RR 4 BOX 300	BLOOMINGTON IL 61704-0000	309-963-5667

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McLean County, Illinois
Democratic Election Judges

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
EMPIRE 01	EJ	ELEANOR ANN YOUNT	111 W NORTH ST	LE ROY IL 61752-0000	309-962-3501
	EJ	AMY L MORSE	638 MEADOW LN	LE ROY IL 61752-0000	309-962-9510
EMPIRE 02	EJ	VALERIA L DOTSON	201 S ALLEN ST	LE ROY IL 61752-0000	309-962-7311
	EJ	LLOYD J CONN	201 W CENTER ST	LE ROY IL 61752-0000	309-962-6121
	EJ	GLADYS MAXINE SCOTT	511 SUNNYSIDE CT	LE ROY IL 61752-0000	309-962-4391
	EJ	LOURSTINE MAE GAFFNEY	400 N ALLEN ST	LE ROY IL 61752-0000	309-962-9776
	EJ	JESSICA L LOWE	405 W WASHINGTON ST	LE ROY IL 61752-0000	309-962-9956
EMPIRE 03	EJ	MARTHA E DEAN	900 E PINE ST	LE ROY IL 61752-0000	309-962-3791
	EJ	DORIS DEAN BUILTA	608 E CENTER ST	LE ROY IL 61752-0000	309-962-9051
	EJ	HELEN LOUISE LOWE	211 E CHERRY ST	LE ROY IL 61752-0000	309-962-8176
	EJ	JAMES LAWRENCE SWIGART	722 E CENTER ST	LE ROY IL 61752-0000	309-962-9787
FUNK'S GROVE	EJ	MARY ANN KOONS	10589 TIMBER CREEK RD	SHIRLEY IL 61772-0000	309-827-6680
	EJ	BONNIE L OLSON	10064 E 550 NORTH RD	SHIRLEY IL 61772-0000	309-874-2618
GRIDLEY 01	EJ	PAULINE EDYTHE HALL	319 E SEVENTH ST	GRIDLEY IL 61744-0000	309-747-3175

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McLean County, Illinois
Democratic Election Judges

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
GRIDLEY 02	EJ	MARY L FERGUSON	511 N CENTER ST	GRIDLEY IL 61744-0000	309-747-2265
	EJ	JOSEPH F HAYES	607 N CENTER ST	GRIDLEY IL 61744-0000	309-747-2267
	EJ	PEARL ANNA RINKENBERGER	111 HILLCREST DR	GRIDLEY IL 61744-0000	309-747-2200
	EJ	LYNDEY RAE KINSELLA	RR 2 BOX 134A	LEXINGTON IL 61753-0000	309-747-2786
HUDSON	EJ	SHIRLEY A DOWNEN	25265 STATE 251 HWY	HUDSON IL 61748-0000	309-726-1194
	EJ	FRANCES J HANSON	25727 N 1475 EAST RD	HUDSON IL 61748-0000	309-726-1396
	EJ	CLAUDIA A HOSPELHORN	25497 N 1350 EAST RD	HUDSON IL 61748-0000	309-726-2008
	EJ	BARBARA G SHERMAN	15843 E 2550 NORTH RD	HUDSON IL 61748-0000	309-726-1020
LAWNSDALE	EJ	JO ANNE FREY	22754 N 3075 EAST RD	COLFAX IL 61728-0000	309-723-6311
LEXINGTON 01	EJ	THOMAS E DEAN	406 N PINE ST	LEXINGTON IL 61753-0000	309-365-8481
	EJ	BETTY JO BALLANTINI	308 E NORTH ST	LEXINGTON IL 61753-0000	309-365-5681
	EJ	ROBERT J BALLANTINI	308 E NORTH ST	LEXINGTON IL 61753-0000	309-365-5681
	EJ	JOYCE K THOMAS	115 HILTON DR	LEXINGTON IL 61753-0000	309-365-8026
	EJ	VERNA L FRIEDMANSKY	110 KENNETH DR	LEXINGTON IL 61753-0000	309-365-8081
	EJ	HELEN LOUISA MILLER	111 N CEDAR ST	LEXINGTON IL 61753-0000	309-365-7222

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**McLean County, Illinois
Democratic Election Judges**

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
LEXINGTON 02	EJ	HELEN F FAIRCHILD	2 GREGORY LN	LEXINGTON IL 61753-0000	309-365-8767
	EJ	THELMA M WILLIAMS	103 S EAST ST	LEXINGTON IL 61753-0000	309-365-8223
	EJ	DOLORES C YEAGLE	19 GREGORY LN	LEXINGTON IL 61753-0000	309-365-3141
	EJ	TRESSIE M ATKINS	302 E CHESTNUT ST	LEXINGTON IL 61753-0000	309-365-3271
	EJ	RACHEL R JOHNSON	15 GREGORY LN	LEXINGTON IL 61753-0000	309-365-8063
MARTIN	EJ	SHIRLEY DILL	206 N GROVE ST	COLFAX IL 61728-0000	309-723-6422
	EJ	MARY ANN MARTHA MILTON	310 HARRISON ST	COLFAX IL 61728-0000	309-723-3341
	EJ	VIOLET MAE VANCE	101 W COOPER ST	COLFAX IL 61728-0000	309-723-6326
	EJ	CLAUDINE E JACKSON	106 N GROVE ST	COLFAX IL 61728-0000	309-723-3205
MONEY CREEK	EJ	CLARENCE LE ROY FREED	25674 N 2225 EAST RD	LEXINGTON IL 61753-0000	309-365-7013
	EJ	SHEILA R MCDANIEL	RR 1 BOX 149	LEXINGTON IL 61753-0000	309-365-4111
	EJ	KENNETH E RYBURN	RR 1 BOX 140	LEXINGTON IL 61753-0000	309-365-8878
	EJ	MARY BERDEAN ZELLER	25097 N 2140 EAST RD	LEXINGTON IL 61753-0000	309-365-5401
	EJ	WILLIAM D ZELLER	25097 N 2140 EAST RD	LEXINGTON IL 61753-0000	309-365-5401
MT. HOPE	EJ	BETTY E NEVIUS	113 W CHARLES ST	MC LEAN IL 61754-0000	309-874-2934
	EJ	JEAN R STUBBLEFIELD	4551 N 500 EAST RD	MC LEAN IL 61754-0000	309-874-2568
	EJ	PAULINE I TURNER	309 S BLATCHFORD ST	MC LEAN IL 61754-0000	309-378-3900
	EJ	KAYLA J BATEMAN	106 S MOORE ST	MC LEAN IL 61754-0000	309-874-2808

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**McLean County, Illinois
Democratic Election Judges**

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
NORMAL 01	EJ	VELMA PAULINE BLIMLING	605 PINE ST	NORMAL IL 61761-0000	309-452-2218
	EJ	HELEN JEAN PENN	502 E POPLAR ST	NORMAL IL 61761-0000	309-452-3225
	EJ	RYAN A KILDUFF	409 E CHERRY ST	NORMAL IL 61761-0000	309-451-4536
	EJ	JULIE S PENN	503 N OAK ST	NORMAL IL 61761-0000	309-452-1709
NORMAL 02	EJ	ALVIN LEE MARDIS	100 GRANDVIEW DR	NORMAL IL 61761-0000	309-452-1406
	EJ	PAUL W ANDERSON	409 CENTENNIAL AVE	NORMAL IL 61761-0000	-452-6427
NORMAL 03	EJ	ZONA M KIESEWETTER	819 OSAGE ST	NORMAL IL 61761-0000	309-452-4889
NORMAL 04	EJ	CAROLYN L YOCKEY	508 NORMAL AVE	NORMAL IL 61761-0000	309-452-3936
NORMAL 05	EJ	JOAN CARLSON	1108 S FELL AVE	NORMAL IL 61761-0000	309-452-9516
	EJ	MYRA R GORDON	807 S FELL AVE	NORMAL IL 61761-0000	309-766-3200
	EJ	LOUISE C BELLAS	915 BROADWAY	NORMAL IL 61761-0000	309-452-5834
	EJ	CHARLES R FINLEN	1113 BROADWAY	NORMAL IL 61761-0000	309-452-1470
	EJ	REBECCA F LYSOHIR	1206 S FELL AVE	NORMAL IL 61761-0000	309-454-2998
	EJ	RALPH A BELLAS	915 BROADWAY	NORMAL IL 61761-0000	309-452-5834
	EJ	DAVID D SHIELDS	1202 BROADWAY	NORMAL IL 61761-0000	309-452-1974

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**McLean County, Illinois
Democratic Election Judges**

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
NORMAL 06	EJ	EVA MARIE KNITTER	907 KARIN DR	NORMAL IL 61761-0000	309-452-6772
	EJ	MARGARET A TURNER	1220 GEORGE DR	NORMAL IL 61761-0000	309-452-5078
	EJ	MAUREEN A CORCORAN	1203 HANSON DR	NORMAL IL 61761-0000	309-454-2353
NORMAL 08	EJ	CAROLE M FLETCHER	403 W HOVEY AVE	NORMAL IL 61761-0000	309-452-1073
NORMAL 09	EJ	ANN M SOKAN	808 MANCHESTER RD	NORMAL IL 61761-0000	309-452-5966
	EJ	LYNN B WESTCOOT	817 NORMAL AVE	NORMAL IL 61761-0000	309-452-2141
	EJ	WINTER WREN	23 NORWOOD AVE	NORMAL IL 61761-0000	309-452-9006
	EJ	NELDA K DODSON	702 NORMAL AVE	NORMAL IL 61761-0000	309-454-4693
NORMAL 10	EJ	SELBY S HUBBARD	314 MARGARET AVE	NORMAL IL 61761-0000	309-454-5125
	EJ	BEN C HUBBARD	314 MARGARET AVE	NORMAL IL 61761-0000	309-454-5125
	EJ	ALBERT E JONES	1 KNOLLCREST CT	NORMAL IL 61761-0000	309-452-7388
	EJ	JACQUELINE M JONES	1 KNOLLCREST CT	NORMAL IL 61761-0000	309-452-7388
NORMAL 12	EJ	JOANNE CHARLOTTE OTTO RETTKE	507 5TH ST NORTHMEADOW VLG	NORMAL IL 61761-0000	309-454-3108
	EJ	HELEN B CRAIG	401 4TH ST NORTHMEADOW VLG	NORMAL IL 61761-0000	309-454-5654

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McLean County, Illinois
Democratic Election Judges

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
NORMAL 13	EJ	MARY ELLEN BENSCOTER	503 TILDEN PL	NORMAL IL 61761-0000	309-452-2687
	EJ	JEANNE DANN	501 TILDEN PL	NORMAL IL 61761-0000	309-452-3518
	EJ	DONNA GANNON	1105 N LINDEN ST	NORMAL IL 61761-0000	309-452-5726
	EJ	JUDITH M MC CUAN	105 E LINCOLN ST	NORMAL IL 61761-0000	309-454-2641
NORMAL 14	EJ	LOIS RUNGE	805 RICHLAND AVE	NORMAL IL 61761-0000	309-452-5984
	EJ	KATHLEEN K METZGER	1016 PORTER LN	NORMAL IL 61761-0000	309-452-1583
NORMAL 15	EJ	NORMA J MAYOL	16 ARDITH DR	NORMAL IL 61761-0000	309-452-5952
	EJ	NORA K SUTTER	18 HAWTHORNE DR	NORMAL IL 61761-0000	309-452-2701
	EJ	MARY ISADORA SILVEY	16 DONNA DR	NORMAL IL 61761-0000	309-452-3091
NORMAL 16	EJ	DOROTHY KATHERYN KOBER	209 E PHOENIX AVE	NORMAL IL 61761-0000	309-452-1779
NORMAL 18	EJ	TIFFANY JONES	CLAY HSE ISU	NORMAL IL 61761-0000	309-436-9581
	EJ	MARGUERITE S BLACKLEY	105 S TOWANDA AVE	NORMAL IL 61761-0000	309-454-1134
NORMAL 20	EJ	EUGENE R ROZANSKI	107 RISS DR	NORMAL IL 61761-0000	309-454-1708
	EJ	LAURA E KALMES	110 DOUD DR	NORMAL IL 61761-0000	309-452-5028

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**McLean County, Illinois
Democratic Election Judges**

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
NORMAL 21	EJ	C LUCILLE BALLINGER	1725 HOOVER DR	NORMAL IL 61761-0000	309-452-7998
	EJ	PATRICIA COLLIER	1501 BELLECK CT	NORMAL IL 61761-0000	309-454-8068
NORMAL 22	EJ	CLAIRE M BRYANT	1700 N SCHOOL ST	NORMAL IL 61761-0000	309-452-3870
	EJ	ARTHUR L FREYMAN	101 NORTHFIELD DR	NORMAL IL 61761-0000	309-451-9569
	EJ	DELORIES BEVERLY	1008 N FELL AVE	NORMAL IL 61761-0000	309-454-3735
	EJ	ROBERT L DERRY	209 MARTIN ST	NORMAL IL 61761-0000	309-451-0041
NORMAL 23	EJ	GRACE P BONDS	211 CAMBRIDGE DR	NORMAL IL 61761-0000	309-452-6463
	EJ	DAVID M JOYCE	214 REBECCA LN	NORMAL IL 61761-0000	309-451-4247
	EJ	ANNA B MILLER	711 S COTTAGE AVE	NORMAL IL 61761-0000	309-452-7285
	EJ	D PAUL MILLER	711 S COTTAGE AVE	NORMAL IL 61761-0000	309-452-7285
	EJ	MELODEE E SEIZ	201 S PARKSIDE RD	NORMAL IL 61761-0000	309-452-6633
	EJ	JAMES RAY DODSON	101 SANDRA LN	NORMAL IL 61761-0000	309-454-2855
	EJ	DIANE L DODSON	101 SANDRA LN	NORMAL IL 61761-0000	309-454-2855
	EJ	AUBREY A MAC CANNELL	308 GARDEN RD	NORMAL IL 61761-0000	309-454-7775
NORMAL 24	EJ	KEITH E STEARNS	15 LINDA LN	NORMAL IL 61761-0000	309-452-6287
	EJ	MARLENE D STEARNS	15 LINDA LN	NORMAL IL 61761-0000	309-452-6287
	EJ	SHEILA M HUFELD	1711 KING DR	NORMAL IL 61761-0000	309-452-0749
	EJ	RONALD EVART SHERMAN	1701 COOK DR	NORMAL IL 61761-0000	309-452-3786
	EJ				

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**McLean County, Illinois
Democratic Election Judges**

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
NORMAL 25	EJ	MARJORIE E KEHL	112 N ORR DR	NORMAL IL 61761-0000	309-452-3042
	EJ	STEVE SCHROEDER	1424 DILLON DR	NORMAL IL 61761-0000	309-452-3121
	EJ	AMANDA R WETZEL	207 FIELD DR	NORMAL IL 61761-0000	309-452-0929
NORMAL 26	EJ	RAYMOND J KOLODZIESKI JR	1208 IRONWOOD CC DR	NORMAL IL 61761-0000	309-452-9038
	EJ	JOSEPH R STEPHENS	1928 CLAREMONT COMMONS	NORMAL IL 61761-0000	309-862-2821
	EJ	MARY M LUCAS	1913 MIDWAY AVE	NORMAL IL 61761-0000	309-452-1164
OLD TOWN	EJ	ERMALEA DOYLE	18965 HIGH DR	BLOOMINGTON IL 61704-0000	309-378-4091
	EJ	JANE R MASON	RR 1 BOX 186A	DOWNS IL 61736-0000	309-378-2162
	EJ	ZACHARY L OYER	8419 PRAIRIE TRL	BLOOMINGTON IL 61704-0000	309-378-2069
RANDOLPH 01	EJ	H MAXINE ARTHINGTON	108 S VINE ST	HEYWORTH IL 61745-0000	309-473-2743
	EJ	LOIS IRENE BOWMAN	204 S WALNUT ST	HEYWORTH IL 61745-0000	309-473-2466
RANDOLPH 02	EJ	MILDRED BUTLER CLINE	509 E COLE ST	HEYWORTH IL 61745-0000	309-473-3644
	EJ	DOROTHY JEAN DONOVAN	402 MORGAN DR	HEYWORTH IL 61745-0000	309-473-3172
	EJ	JOYCE JOANN NOWLIN	3245 N 1600 EAST RD	HEYWORTH IL 61745-0000	309-473-2799
	EJ	THELMA MARIE VAN WINKLE	510 E PEASE ST	HEYWORTH IL 61745-0000	309-473-3393

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**McLean County, Illinois
Democratic Election Judges**

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
RANDOLPH 03	EJ	PAUL M OUTLAW	RR 2 BOX 281	BLOOMINGTON IL 61704-0000	309-378-4251
	EJ	JANICE M HOLDER	16848 CHEYENNE RD	HEYWORTH IL 61745-0000	309-473-9285
TOWANDA	EJ	CAROLYN SUE SUTTER	114 OLIVE ST	TOWANDA IL 61776-0000	309-728-2149
	EJ	TAMMY L CORBIN	22940 E 1600 NORTH RD	MERNA IL 61758-0000	309-728-2389
	EJ	SHARON E SPARKS	303 S MADISON ST	TOWANDA IL 61776-0000	309-728-2014
WEST 130	EJ	ANNE C BUILTA-CRIDER	32377 E 750 NORTH RD	ARROWSMITH IL 61722-0000	309-727-1154
	EJ	LYNNE KAY MC CONKEY	RR 2 BOX 71	LE ROY IL 61752-0000	309-962-6571
	EJ	JESSICA L POPPE	5157 N 3200 EAST RD	ARROWSMITH IL 61722-0000	309-962-6911
WHITE OAK	EJ	GLORIA F HERNANDEZ	308 E WASHINGTON ST	CARLOCK IL 61725-0000	309-376-2086
	EJ	MARVIN E SMITH	2154 N 825 EAST RD	CARLOCK IL 61725-0000	309-376-5491
	EJ	LUCY J WOOSLEY	RR 1 BOX 20	CARLOCK IL 61725-0000	309-376-4501
	EJ	LINDA DIANE SPENCER	302 E FRANKLIN ST	CARLOCK IL 61725-0000	309-376-4501
	EJ	DENNIS L STARR	21328 N 825 EAST RD	CARLOCK IL 61725-0000	309-376-2047
YATES	EJ	DOROTHY ROSENBERGER	30565 N 3260 EAST RD	CHENOA IL 61726-0000	815-945-7605

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McLean County, Illinois Supplemental Democratic Election Judges

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
EJB		TOM M ADAMS	904 W MACARTHUR ST	BLOOMINGTON IL 61701-0000	309-829-2515
EJB		DAVID M BENTLIN	8 ROSS DR	BLOOMINGTON IL 61701-0000	309-661-8033
EJB		VICTORIA CALDWELL	508 W ELM ST	BLOOMINGTON IL 61701-0000	309-829-8981
EJB		KIMBERLY L CHRISTMAN	2205 BERRYWOOD DR	BLOOMINGTON IL 61704-0000	309-662-5301
EJB		STELLA L DUNLAP	2814 RUTHERFORD DR	BLOOMINGTON IL 61704-0000	309-766-7426
EJB		CHARLES EUMAN	212 VALLEY VIEW CIR	BLOOMINGTON IL 61704-0000	309-663-2150
EJB		ROBERT W FISHER	803 BROADMOOR AVE	BLOOMINGTON IL 61701-0000	309-663-9501
EJB		GARY L HARNES	38 LOUIS DR	BLOOMINGTON IL 61701-0000	309-287-4982
EJB		KAREN D HARNES	38 LOUIS DR	BLOOMINGTON IL 61701-0000	309-827-4982
EJB		RACHEL H HOMENY	803 OLD FARM RD	BLOOMINGTON IL 61704-0000	309-663-7345
EJB		BRADLEY E JAMESON	31 KENFIELD CIR	BLOOMINGTON IL 61704-0000	
EJB		ERNEST D KEMP	1222 W SEMINARY AVE	BLOOMINGTON IL 61701-0000	309-287-2580
EJB		MATTHEW KIESEWETTER	113 RUTH RD	BLOOMINGTON IL 61701-0000	309-663-4973
EJB		DANIEL L KOHLENBERG	1210 E WASHINGTON ST	BLOOMINGTON IL 61701-0000	309-828-2478
EJB		REBECCA D LAWSON	705 O'HARA ST	BLOOMINGTON IL 61701-0000	309-827-3827
EJB		DIANE E LOFTON	2207 WOODHAVENS DR	BLOOMINGTON IL 61701-0000	309-828-9317
EJB		KRISTIN G LOVE	9 BAY POINTE DR	BLOOMINGTON IL 61704-0000	309-663-0599
EJB		EVELYN MORGAN	1007 LORETTA LN	BLOOMINGTON IL 61701-0000	309-829-8131
EJB		JULIE MORGAN	705 O'HARA ST	BLOOMINGTON IL 61701-0000	309-827-3827
EJB		ADDIE M MOY	1406 E OAKLAND AVE	BLOOMINGTON IL 61701-0000	309-827-6403
EJB		TYLER NEAL	805 COUNTRY LN	BLOOMINGTON IL 61701-0000	309-663-5055
EJB		CRYSTAL L NORD	302 W HAMILTON RD	BLOOMINGTON IL 61704-0000	309-828-2828
EJB		LINDA OLTMANN	1106 S BARKER ST	BLOOMINGTON IL 61701-0000	309-828-9783
EJB		NORMA I PILKINGTON	1102 W OLIVE ST	BLOOMINGTON IL 61701-0000	309-829-3583
EJB		ANDREA J REICHERT	338 AVE F HILLTOP	BLOOMINGTON IL 61704-0000	309-829-5474
EJB		ALICE K RETTKE	15 ZENITH DR	BLOOMINGTON IL 61701-0000	309-828-6132
EJB		LISA REYNOLDS	216 SECOND ST	BLOOMINGTON IL 61704-0000	309-829-6212
EJB		JANET S ROSS	225 LELAND ST	BLOOMINGTON IL 61701-0000	309-828-0795
EJB		TINA M SAMPSON	4 WILLEDRUB RD	BLOOMINGTON IL 61701-0000	309-888-5303
EJB		NAVDEEP SANDHU	3408 WINDMILL RD	BLOOMINGTON IL 61704-0000	309-663-8738

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**McLean County, Illinois
Supplemental Democratic Election Judges**

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
EJB	EJB	WILLIAM R SCHENK	1005 W MAC ARTHUR ST	BLOOMINGTON IL 61701-0000	309-820-1513
EJB	EJB	GREG M SHAW	1104 N ROOSEVELT AVE	BLOOMINGTON IL 61701-0000	309-557-0974
EJB	EJB	BERNARD SMITH	1013 MONROE DR	BLOOMINGTON IL 61701-0000	309-829-6615
EJB	EJB	MARY ALICE SMITH	1013 MONROE DR	BLOOMINGTON IL 61701-0000	309-829-6615
EJB	EJB	ROBIN A STANLEY	15 SHIRE CT	BLOOMINGTON IL 61701-0000	309-828-8565
EJB	EJB	MARY LOUISE STEADMAN	102 LILY LN	BLOOMINGTON IL 61701-0000	309-661-8762
EJB	EJB	HOWARD TEPPER	219 FLORENCE AVE	BLOOMINGTON IL 61701-0000	309-828-9367
EJB	EJB	BEVERLY D THIGPEN	3112 YORKSHIRE CT	BLOOMINGTON IL 61704-0000	309-662-1902
EJB	EJB	WALTER THIGPEN	3112 YORKSHIRE CT	BLOOMINGTON IL 61704-0000	309-466-7426
EJB	EJB	EARNESTINE THOMAS	38 AVENUE A	BLOOMINGTON IL 61704-0000	
EJB	EJB	LA DONNA THOMAS	626 SIXTH ST	BLOOMINGTON IL 61704-0000	309-827-5315
EJB	EJB	LEON THOMAS	1303 W TAYLOR ST	BLOOMINGTON IL 61701-0000	309-828-8727
EJB	EJB	LEONARD THOMAS	38 AVENUE A	BLOOMINGTON IL 61701-0000	309-557-0354
EJB	EJB	KAREN VOLK	1018 E TAYLOR ST	BLOOMINGTON IL 61701-0000	309-820-7501
EJB	EJB	PETER J WARSHAW	315 N PRAIRIE ST	BLOOMINGTON IL 61701-0000	309-828-1065
EJB	EJB	PATRICIA WEST	1307 WELLING ST	BLOOMINGTON IL 61701-0000	309-828-7265
EJB	EJB	WALKS THE WEST WIND	116 DADDONO CIR	BLOOMINGTON IL 61701-0000	309-829-5892
EJB	EJB	PAMELA A YODER	509 S VALE ST	BLOOMINGTON IL 61701-0000	309-828-8960

STATE OF ILLINOIS

COUNTY OF McLEAN

CERTIFIED LIST OF CANDIDATES FOR ELECTION JUDGES - REPUBLICAN PARTY

TO THE COUNTY BOARD:

The following-named persons are hereby submitted by the undersigned Chairman of the Republican Central Committee of said party as capable and duly qualified electors, residing in the respective precincts of said County, to be considered by your body on May 21, 2002, for the purpose of serving as Election Judges within their respective precincts for a period of two years or until their successors have been duly appointed as provided by law.

I hereby certify that this list has been prepared by me in compliance with the law.

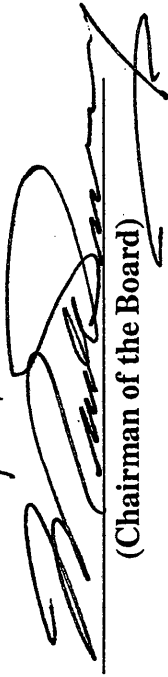
Dated this 14th day of May, 2002

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(Chairman of the Republican Central Committee)

I certify that said party is entitled to the number of Election Judges in each precinct as specified, and the selection of these candidates has been made by the McLean County Board on May 21, 2002.

Dated May 21, 2002.


(Chairman of the Board)

ATTEST

(McLean County Clerk)

**McLean County, Illinois
Republican Election Judges**

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
ALLIN TOWNSHIP					
	EJ	MILEY JAMES GILROY	504 NORTH ST	STANFORD IL 61774-0000	309-379-6000
	EJ	JAMES O SHARP	110 E BOUNDARY AVE	STANFORD IL 61774-0000	309-379-2541
	EJ	LISA A SPRINGER	11709 MCLEAN RD	MINIER IL 61759-0000	309-392-2748
ANCHOR					
	EJ	GLADYS ANNE EYER	408 EAST ST	ANCHOR IL 61720-0000	309-729-6617
	EJ	SHIRLEY A LANDAU	17415 N 4100 EAST RD	ANCHOR IL 61720-0000	309-723-6349
ARROWSMITH					
1	EJ	LORENE A WICK	34471 E 1100 NORTH RD	ARROWSMITH IL 61722-0000	309-727-1252
3	EJ	ELLEN GARLOCK	208 E GRANT ST	ARROWSMITH IL 61722-0000	309-727-1381
4	EJ	HAZEL M BAKER	WALNUT ST	ARROWSMITH IL 61722-0000	309-727-1340
	EJ	ELEANOR ELAINE JAMES	201 S MAIN ST	ARROWSMITH IL 61722-0000	309-727-1140
	EJ	DORSE JAMES	201 S MAIN ST	ARROWSMITH IL 61722-0000	309-727-1140
	EJ	ALICE FRANCES BROOKS	WALNUT ST	ARROWSMITH IL 61722-0000	309-727-1268
BELLFLOWER					
	EJ	SHIRLEY JEAN NOE	4239 N 4000 EAST RD	BELLFLOWER IL 61724-0000	309-722-3405
	EJ	BEVERLY A SPRINGER	40674 E 600 NORTH RD	SAYBROOK IL 61770-0000	309-722-3492
	EJ	NANCY F WYATT	402 W CENTER ST	BELLFLOWER IL 61724-0000	309-722-3414
	EJ	SANDRA BROWN BRAKEBILL	106 N STATE ST	BELLFLOWER IL 61724-0000	309-722-9277

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<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
BLOOMINGTON 2	EJ	DARLENE M GALLOWAY	15628 GOLF CT	BLOOMINGTON IL 61704-0000	309-828-6310
	EJ	LAWRENCE W SALZMAN	308 WOODRIG RD	BLOOMINGTON IL 61704-0000	309-827-0331
	EJ	BARBARA ANN WIETING	3205 MORRISSEY DR	BLOOMINGTON IL 61704-0000	309-662-1909
	EJ	CHARLOTTE L SALZMAN	308 WOODRIG RD	BLOOMINGTON IL 61704-0000	309-827-0331
BLOOMINGTON 4	EJ	ALBERTA M VAN HOOK	RR 3 BOX 48	BLOOMINGTON IL 61704-0000	309-827-8189
BLUE MOUND 01	EJ	WILMA DEAN SCHAPMIRE	25802 E 1500 NORTH RD	COOKSVILLE IL 61730-0000	309-725-3382
	EJ	BARBARA ANN STOOPS	28689 E 1500 NORTH RD	ELLSWORTH IL 61737-0000	309-725-3322
	EJ	CHARLOTTE D STOOPS	25802 E 1500 NORTH RD	COOKSVILLE IL 61730-0000	309-725-3555
	EJ	MADELINE K MASON	RR 1 BOX 2A	COOKSVILLE IL 61730-0000	309-725-3254
CHENEY'S GROVE 01	EJ	DELLA G TIPSORD	10406 FEATHER LN	SAYBROOK IL 61770-0000	309-475-6811
	EJ	BONNIE JEAN TIPSORD	213 E JACKSON ST	SAYBROOK IL 61770-0000	309-475-2821
	EJ	DIXIE L RIBLET	114 S GRANT ST	SAYBROOK IL 61770-0000	309-475-6351
	EJ	DOROTHY G SIMPSEN	218 N WASHINGTON ST	SAYBROOK IL 61770-0000	309-475-2018
	EJ	PATRICIA A HUTH	39177 HUTH HILL RD	SAYBROOK IL 61770-0000	309-475-6951
	EJ	DAVID W HOWES	37306 E 1050 NORTH RD	SAYBROOK IL 61770-0000	309-475-6261
	EJ	EVELYN I STAUFFER	817 HARRISON ST	SAYBROOK IL 61770-0000	309-475-3281

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<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
CHENOA 01	EJ	SHARON L HOSELTON	919 S DIVISION ST	CHENOA IL 61726-0000	815-945-7239
	EJ	CAROLEE A STOKKE	522 CEMETERY AVE	CHENOA IL 61726-0000	815-945-7402
	EJ	KAREN A SKAGGS	615 MAPLE ST	CHENOA IL 61726-0000	815-945-4843
	EJ	NANCY BROWN	613 MORNINGSIDE DR	CHENOA IL 61726-0000	815-945-7616
CHENOA 2	EJ	THOMAS E KRONES	429 W OWSLEY ST	CHENOA IL 61726-0000	815-945-7272
	EJ	MARTHA A VENDETTI	RR 1 BOX 10	CHENOA IL 61726-0000	309-747-2740
	EJ	KAREN S HURLEY	RR 2 BOX 100	CHENOA IL 61726-0000	815-945-7459
	EJ	SANDRA D HILL	31153 CENTER ST	CHENOA IL 61726-0000	309-747-3245
CROPSEY	EJ	MARY J WARD	Post Office	CROPSEY IL 61731-0000	309-377-2511
	EJ	DARLENE E HELMERS	39427 E 2300 NORTH RD	CROPSEY IL 61731-0000	309-377-3791
	EJ	LISA L HALL	120 BELLE PRAIRIE ST	CROPSEY IL 61731-0000	309-377-2023
	EJ	HELEN E CRABTREE	124 E BELLE PRAIRIE ST	CROPSEY IL 61731-0000	309-377-2431
	EJ	MARILYN E ELLIOTT	22678 N 3850 EAST RD	CROPSEY IL 61731-0000	309-377-3081
	DALE	EJ	TERESA LYNN MAITLAND	8302 E 1200 NORTH RD	BLOOMINGTON IL 61704-0000
EJ		JUDITH B EHLERS	9301 N 975 EAST RD	SHIRLEY IL 61772-0000	309-827-8919
EJ		SHARON LYNN GRAMPP	3608 GRAMPP RD	SHIRLEY IL 61772-0000	309-829-5758
EJ		GEORGE H NOUD	3207 STRINGTOWN RD	SHIRLEY IL 61772-0000	309-829-8975
EJ		DEBORAH BASHAM WATHEN	2405 SIX POINTS RD	BLOOMINGTON IL 61704-0000	309-829-0049
EJ		JOHN G DAVIS	13749 ANTLER DR	BLOOMINGTON IL 61704-0000	309-827-4730

**McLean County, Illinois
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<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>	
DANVERS	EJ	CINDY LOU GILLIS	2503 E. 1650 NORTH RD	DANVERS IL 61732-0000	309-963-4464	
	EJ	MARJORIE LOU YODER	406 W EXCHANGE ST	DANVERS IL 61732-0000	309-963-4785	
	EJ	SANDRA B BIDNER	5150 E 2050 NORTH RD	CARLOCK IL 61725-0000	309-963-4240	
	EJ	CAROLYN GERTRUDE OTT	404 W EXCHANGE ST	DANVERS IL 61732-0000	309-963-4950	
	EJ	SUE CAROL WILLERTON	RR 2 BOX 77	DANVERS IL 61732-0000	309-963-4902	
	EJ	SARAH A J LEMONS	3515 E 1625 NORTH RD	DANVERS IL 61732-0000	309-963-4118	
	EJ	JOAN FERRENBURG	105 W NORTH ST	DANVERS IL 61732-0000	309-963-4622	
	EJ	JESSICA D LINTON	122 W EXCHANGE ST	DANVERS IL 61732-0000	309-963-4069	
	DAWSON	EJ	DONNA JEAN BEDELL	RR 1 BOX 58	ARROWSMITH IL 61722-0000	309-724-8230
		EJ	BETTY JANE GARLOCK	POST OFFICE 96	ELLSWORTH IL 61737-0000	309-724-8097
EJ		DOROTHY M VAUGHAN	101 S JEFFERSON ST	ELLSWORTH IL 61737-0000	309-724-8277	
EJ		KATIE R BENJAMIN	RR 1 BOX 25	HOLDER IL 61736-0000	309-724-8366	
DOWNS		EJ	LINDA LEE BOWMAN	106 N WEST ST	DOWNS IL 61736-0000	309-378-4216
	EJ	DOROTHY J FULKS	KICKAPOO RD	DOWNS IL 61736-0000	309-378-4343	
	EJ	DEBRA SUE BRICKER	301 W WASHINGTON ST	DOWNS IL 61736-0000	309-378-2281	
	EJ	LYNDALL B CUBA	302 E OAK ST	DOWNS IL 61736-0000	309-378-4500	
	EJ	RUTH E HOOD	304 OAK ST	DOWNS IL 61736-0000	309-378-4294	
	EJ	GARY L HINEGARDNER	117 S PINTAIL LN	DOWNS IL 61736-0000	309-378-4660	

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Republican Election Judges**

<u>Præinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
DRY GROVE	EJ	JUDY M LA BERGE	14162 JEAN TRACE	BLOOMINGTON IL 61704-0000	309-963-4816
	EJ	LARRY R JENT	14297 TWIN GROVE RD	BLOOMINGTON IL 61704-0000	309-952-4521
	EJ	LORETA ANN JENT	14297 TWIN GROVE RD	BLOOMINGTON IL 61704-0000	309-963-4521
	EJ	LARRY L MC KEAN	RR 3 BOX 448-A	BLOOMINGTON IL 61704-9564	309-963-4134
	EJ	ELAINE A THEDE	10237 OLD PEORIA RD	BLOOMINGTON IL 61704-0000	309-829-3838
	EJ	DIANA LYNN NELSON	14742 N 900 EAST RD	BLOOMINGTON IL 61704-0000	309-963-4821
	EJ	RUTH E REINHART	10462 OLD PEORIA RD	BLOOMINGTON IL 61704-0000	309-829-5964
	EJ	JOHN BIERBAUM	19229 N 600 EAST RD	DANVERS IL 61732-0000	309-963-4025
	EJ	STEVE A EDDINGTON	9700 DELTA CIR	BLOOMINGTON IL 61704-0000	309-963-5546
EMPIRE 01	EJ	ALFRED LOUIS PROVASI	203 E ELM ST	LE ROY IL 61752-0000	309-962-5101
	EJ	EVELYN C BENSON	1004 E WASHINGTON ST	LE ROY IL 61752-0000	309-962-9759
	EJ	CAROLE LEONE HILLARD	202 E WASHINGTON ST	LE ROY IL 61752-0000	309-962-7001
	EJ	JOYCE KAY MOYER	2 CRESTVIEW CT	LE ROY IL 61752-0000	309-962-9133
	EJ	KELLIE K GILMORE	106 STALEY CT	LE ROY IL 61752-0000	309-962-2396
	EJ	PEGGY L HART	100 E WASHINGTON ST	LE ROY IL 61752-0000	309-962-2296
	EJ	MARJORIE H BADGER	511 W CEDAR ST	LE ROY IL 61752-0000	309-962-9345
	EJ	DENISE L NOE	405 BUCKLES GROVES RD	LE ROY IL 61752-0000	309-962-5017
	EJ	PEGGY D ASH	203 MOCKINGBIRD LN	LE ROY IL 61752-0000	309-962-5600
EMPIRE 02	EJ	DORA MAE BRUNING	101 PHEASANT LN	LE ROY IL 61752-0000	309-962-4161
	EJ	VICKY JOYCE HARBISON	409 SAMUEL DR	LE ROY IL 61752-0000	309-962-9574
	EJ	EVELYN LOUISE BREMER	909 COUNTRY LN	LE ROY IL 61752-0000	309-962-5691
	EJ	BETTYE JANE KING	411 BUCKLES GROVE RD	LE ROY IL 61752-0000	309-962-4861
	EJ	TY L STILLS	303 MOCKINGBIRD LN	LE ROY IL 61752-0000	309-962-4520

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<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
EMPIRE 03	EJ	WANDA KAY DENNERLINE	27589 US 150 HWY	LE ROY IL 61752-0000	309-962-9270
	EJ	KATIE HARTMAN	27108 GOLDENACRES DR	LE ROY IL 61752-0000	309-962-2101
FUNK'S GROVE	EJ	DARRELL W CAMERON	2393 N 1100 EAST RD	HEYWORTH IL 61745-0000	309-874-2668
	EJ	CONNIE J SCHNEIDER	3504 N 900 EAST RD	SHIRLEY IL 61772-0000	309-874-2228
GRIDLEY 01	EJ	MARJORIE J ALBRECHT	310 FIFTH ST	GRIDLEY IL 61744-9802	309-747-2358
	EJ	MARGY D FINCK	313 E SIXTH ST	GRIDLEY IL 61744-0000	309-747-2187
	EJ	DONALD LYNN FLEMING	110 E GRIDLEY RD	GRIDLEY IL 61744-0000	309-747-2174
	EJ	ROBERT F KRUSE	107 E FIFTH ST	GRIDLEY IL 61744-0000	309-747-2125
	EJ	JEAN E MAURER	315 E FIFTH ST	GRIDLEY IL 61744-0000	309-747-2661
	EJ	BERNADINE M PUNKE	301 E SIXTH ST	GRIDLEY IL 61744-0000	309-747-2224
	EJ	SONJA M HOELZER	310 E SEVENTH ST	GRIDLEY IL 61744-0000	309-747-2662
GRIDLEY 02	EJ	LOWELL J LITWILLER	119 BOULDER DR	GRIDLEY IL 61744-0000	309-747-2270
	EJ	LILA JEAN SCHLIPF	17766 E 2900 NORTH RD	GRIDLEY IL 61744-0000	309-747-2464
	EJ	ALBERTA J WILLIAMS	RR 2 BOX 132	LEXINGTON IL 61753-0000	309-747-2312
	EJ	RICHARD ALLEN WILLIAMS	RR 2 BOX 132	LEXINGTON IL 61753-0000	309-747-2312
	EJ	HOWARD E ZEHR	409 WOODFORD ST	GRIDLEY IL 61744-0000	309-747-2172
	EJ	JANICE C KEELEY	118 HILLCREST DR	GRIDLEY IL 61744-0000	309-747-4031
	EJ	LAURA VERCLER	18689 KAPPA RD	LEXINGTON IL 61753-0000	309-747-2860

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HUDSON	EJ	LYNE S WALLER	25520 N 1475 EAST RD	HUDSON IL 61748-0000	309-726-1604
	EJ	LENA HARPER	301 N EAST ST	HUDSON IL 61748-0000	309-726-1360
	EJ	ROBIN L SIEBERT	16791 E 2500 NORTH RD	HUDSON IL 61748-0000	309-726-1469
	EJ	VIRGINIA STREEPER	301 S WASHINGTON ST	HUDSON IL 61748-0000	309-726-1625
	EJ	SARA B CUTTER	408 N EAST ST	HUDSON IL 61748-0000	309-726-2017
	EJ	GLENN L HARPER	301 N EAST ST	HUDSON IL 61748-0000	309-726-1360
	EJ	JUANITA E ENGEL	15748 E 2500 NORTH RD	HUDSON IL 61748-0000	309-726-1750
	EJ	VIRGINIA R CATES	25234 WHITE OWL LN	HUDSON IL 61748-0000	309-747-3924
	LAWNDALE	EJ	BARBARA J WINTERLAND	35317 E 2550 NORTH RD	COLFAX IL 61728-0000
EJ		IVA MAE PETERSEN	RR 2 BOX 239	COLFAX IL 61728-0000	309-723-4681
EJ		KEITH E WINTERLAND	25092 N 3600 EAST RD	COLFAX IL 61728-0000	309-723-6520
EJ		VIRGINIA R WINTERLAND	25092 N 3600 EAST RD	COLFAX IL 61728-0000	309-723-6520
EJ		BRIAN P SCHAUMBURG	RR 1 BOX 82	CHENOA IL 61726-0000	309-723-6423
LEXINGTON 01		EJ	JANICE H ELDER	108 N CHERRY ST	LEXINGTON IL 61753-0000
	EJ	PETER FRIEDMANSKY JR	110 KENNETH DR	LEXINGTON IL 61753-0000	309-365-8081
	EJ	ROY L POWELL	44 HILLTOP TR CT	LEXINGTON IL 61753-0000	309-365-4046
LEXINGTON 02	EJ	ROSS W FAIRCHILD	2 GREGORY LN	LEXINGTON IL 61753-0000	309-365-8767
	EJ	ROY W HOLSCHEN	6 GREGORY LN	LEXINGTON IL 61753-0000	309-365-5701
	EJ	MELVIN L SCARBEARY	107 BABETTE DR	LEXINGTON IL 61753-0000	309-365-8158

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<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
MARTIN	EJ	LOUISE BAKER	301 E COOPER ST	COLFAX IL 61728-0000	309-723-6097
	EJ	JOYCE W BRINKMAN	207 E NORTH ST	COLFAX IL 61728-0000	309-723-4011
	EJ	ROXANNE MARIE MOSIER	32874 E 1500 NORTH RD	COLFAX IL 61728-0000	309-723-6557
	EJ	JUANITA M RISCHAR	311 W NORTH ST	COLFAX IL 61728-0000	309-723-5002
	EJ	LISA R JOHNSON-WILBURN	308 MAIN ST	COLFAX IL 61728-0000	309-723-6013
MONEY CREEK	EJ	NANCY J BAUMGART	RR 1 BOX 62	HUDSON IL 61748-0000	309-747-2528
	EJ	VERA W DORNAUS	24578 RON SMITH MEMORIAL HWY	HUDSON IL 61748-0000	309-747-3097
	EJ	HELEN G PYNE	RR 2 BOX 86	LEXINGTON IL 61753-0000	309-365-3181
	EJ	BARBARA TRAUB ULBRICH	29 CANDLE RIDGE RD	TOWANDA IL 61776-0000	309-728-2932
	EJ	ASHLEY KAY SCHAFFER	22868 N 2400 EAST RD	LEXINGTON IL 61753-0000	309-365-8867
MT. HOPE	EJ	HARRIET D ZOELLER	408 W FRANKLIN ST	MCLEAN IL 61754-0000	309-874-2928
	EJ	CAROLE MARGARET BODE	3561 E 150 NORTH RD	MCLEAN IL 61754-0000	309-874-2768
	EJ	DOROTHY E ISRAEL	712 E 200 NORTH RD	MCLEAN IL 61754-0000	217-648-2587
	EJ	MARJORIE E BODE	3961 E 150 NORTH RD	MCLEAN IL 61754-0000	309-874-3314
	EJ	LINDA S CANFIELD	400 W CHARLES ST	MCLEAN IL 61754-0000	309-874-2968
	EJ	CATHRYN E ANDERSON	722 WOOD DR	MCLEAN IL 61754-0000	309-874-2741
	EJ	AUDRA VANHOORN	1120 N 150 EAST RD	ATLANTA IL 61723-0000	217-648-2400

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NORMAL 01	EJ	WAYNE DILLOW	404 E LOCUST ST	NORMAL IL 61761-0000	309-454-3967
	EJ	MAUNA RAYCRAFT	703 N LINDEN ST	NORMAL IL 61761-0000	309-452-1063
	EJ	SUSAN G WHEELER	302 E LOCUST ST	NORMAL IL 61761-0000	309-888-4308
	EJ	GAY L SHOOT	400 E LOCUST ST	NORMAL IL 61761-0000	309-454-7752
NORMAL 02	EJ	RETA A MARDIS	100 GRANDVIEW DR	NORMAL IL 61761-0000	309-452-1406
	EJ	ROBERT O NUNEMACHER	1308 WESTVIEW DR	NORMAL IL 61761-0000	309-452-5760
	EJ	MARTHA J NUNEMACHER	1308 WESTVIEW DR	NORMAL IL 61761-0000	309-452-5760
	EJ	FLORA H FOLTZ	407 MICHAEL CT	NORMAL IL 61761-0000	309-452-5125
	EJ	SHARON KAY GRAEFF	404 MICHAEL CT	NORMAL IL 61761-0000	309-454-1083
	EJ	CHRISTINE B GRAEFF	404 MICHAEL CT	NORMAL IL 61761-0000	309-454-1083
NORMAL 03	EJ	DORIS I DASH	810 S ADELAIDE ST	NORMAL IL 61761-0000	309-451-8255
	EJ	VIRGINIA L LOVELY	1019 MORGAN ST	NORMAL IL 61761-0000	309-454-4614
	EJ	BURL F GEORGE III	208 S ADELAIDE ST	NORMAL IL 61761-0000	309-454-4409
	EJ	VIOLET F HAMILTON	24 DELANE DR	NORMAL IL 61761-0000	309-452-5500
	EJ	GERTRUDE M PECK	109 W CYPRESS ST	NORMAL IL 61761-0000	309-452-3594
NORMAL 04	EJ	MARY B TOSH	506 N SCHOOL ST	NORMAL IL 61761-0000	309-452-7796
	EJ	MICHAEL F RIGSBY	606 N MAIN ST	NORMAL IL 61761-0000	309-862-4024

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NORMAL 05	EJ	BERNICE D KELLEY	15 BROADWAY PL	NORMAL IL 61761-0000	309-452-5828
	EJ	PAULA M WAGER	24 CLINTON PL	NORMAL IL 61761-0000	309-452-0360
	EJ	KATHRYN S WILLERTON	1201 HILLCREST DR	NORMAL IL 61761-0000	309-454-4059
	EJ	MARIANNE ALLERS	104 W VIRGINIA AVE	NORMAL IL 61761-0000	309-454-8975
NORMAL 06	EJ	JANET C ZICH	905 KARIN DR	NORMAL IL 61761-0000	309-452-2224
	EJ	WILLIS C DASSOW	107 N BLAIR DR	NORMAL IL 61761-0000	309-454-8289
	EJ	HOLLY A DASSOW	107 N BLAIR DR	NORMAL IL 61761-0000	309-454-8289
	EJ	NANCY C ANNEGERS	815 DILLON DR	NORMAL IL 61761-0000	309-452-1077
	EJ	ALICE ANN JACKSON	804 DILLON DR	NORMAL IL 61761-0000	309-454-5411
	EJ	RUTH TITTERTON	102 LAWRENCE AVE	NORMAL IL 61761-0000	309-452-2968
	EJ	MARIAN J CARROLL	808 KARIN DR	NORMAL IL 61761-0000	309-452-3016
	EJ	STEPHANIE K REYNOLDS	107 N BLAIR DR	NORMAL IL 61761-0000	309-862-1905
NORMAL 07	EJ	INA JEAN BROWN	902 RAILROAD AVE	NORMAL IL 61761-0000	309-451-3222
	EJ	MARTHA T MILLER	1603 W HOVEY AVE	NORMAL IL 61761-0000	309-452-9049
	EJ	CHARLES M ATTEBERRY	905 MARKET ST	NORMAL IL 61761-0000	309-452-4072
	EJ	DESA RAE AMBER MYERS	1607 FAIRFIELD DR	NORMAL IL 61761-0000	309-452-9730
NORMAL 08	EJ	ELO DUFFIN	1012 FRANKLIN AVE	NORMAL IL 61761-0000	309-829-8655
	EJ	BONNIE GAIL GEHRT	601 HARRIS ST	NORMAL IL 61761-0000	309-452-6762
	EJ	PAUL O GEHRT	601 HARRIS ST	NORMAL IL 61761-0000	309-452-6762

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NORMAL 09	EJ	HELEN E BASS	907 N SCHOOL ST	NORMAL IL 61761-0000	309-452-3317	
	EJ	RAMONA M AUGSPURGER	913 N FELL AVE	NORMAL IL 61761-0000	309-452-3158	
	EJ	BETTY JEAN AUGSPURGER	502 MANCHESTER RD	NORMAL IL 61761-1520	309-454-4841	
	EJ	PHYLLIS SHORT	201 W LINCOLN ST	NORMAL IL 61761-0000	309-452-2211	
	EJ	CHARLES J KNAPP	508 GRANT ST	NORMAL IL 61761-0000	309-452-6385	
	EJ	DONNA J GEMBERLING	1104 N MAIN ST	NORMAL IL 61761-0000	309-452-8680	
	NORMAL 10	EJ	EDITH R ERZEN	905 RHYMER DR	NORMAL IL 61761-0000	309-454-4160
EJ		RICHARD GEORGE ERZEN	905 RHYMER DR	NORMAL IL 61761-0000	309-454-4160	
EJ		BRENDA TEMKE RUUD	901 CRESTLINE DR	NORMAL IL 61761-0000	309-452-5898	
EJ		LOIS ANN HAKES	803 W COLLEGE AVE	NORMAL IL 61761-2425	309-452-2357	
EJ		WILMA HILDRUTH MILLER	302 N COOLIDGE ST	NORMAL IL 61761-0000	309-452-9859	
EJ		LYLE CLARK MINER	301 OAKDALE AVE	NORMAL IL 61761-0000	309-452-9859	
EJ		ROCHELLE A MINER	301 OAKDALE AVE	NORMAL IL 61761-0000	309-452-5142	
EJ		EDNA R JOHNSTON	816 W COLLEGE AVE	NORMAL IL 61761-0000	309-452-6100	
EJ		KATHLEEN A HINEGARDNER	319 OAKDALE AVE	NORMAL IL 61761-0000		
EJ		NORMA J COLLINS	705 JERSEY AVE	NORMAL IL 61761-0000	309-452-0827	
NORMAL 11		EJ	ROBERT A HOPKINS	1600 NORTHBROOK DR	NORMAL IL 61761-0000	309-452-0810
		EJ	EVA G LOVELL	1731 A ST NORTHMEADOW VLG	NORMAL IL 61761-0000	309-454-4590
		EJ	MARGARET L RUTLEDGE	710 W ORLANDO AVE	NORMAL IL 61761-0000	309-454-2144
		EJ	LOIS M SCHAD	607 W ZIEBARTH RD	HUDSON IL 61748-0000	309-452-5405
	EJ					
NORMAL 12	EJ					
	EJ					

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**McLean County, Illinois
Republican Election Judges**

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
NORMAL 13	EJ	MARILYN M THOMPSON	1006 N MAPLE ST	NORMAL IL 61761-0000	309-452-1369
	EJ	GRACE T PAXTON	1002 N OAK ST	NORMAL IL 61761-0000	309-452-2068
	EJ	BETTY J MILLER	1407 N WALNUT ST	NORMAL IL 61761-0000	309-454-1639
	EJ	INA C WHITE	1202 N OAK ST	NORMAL IL 61761-0000	309-452-9336
	EJ	MYRNA JEAN KUEHN	1200 N WALNUT ST	NORMAL IL 61761-0000	309-452-1068
NORMAL 14	EJ	WILSON P BANKS	1211 RUSSELL ST	NORMAL IL 61761-0000	309-452-1871
	EJ	SHARON L WARLOE	1014 PORTER LN	NORMAL IL 61761-0000	309-452-5093
	EJ	MARK D BORTH	103 HIGHPOINT RD	NORMAL IL 61761-0000	309-454-3875
	EJ	LLOYD ALAN MC LAUGHLIN	101 S GROVE ST	NORMAL IL 61761-0000	309-452-6403
	EJ	WILMA L MC LAUGHLIN	101 S GROVE ST	NORMAL IL 61761-0000	309-452-6403
NORMAL 15	EJ	DOROTHY E HOFFMAN	21 ETHELL PKWY	NORMAL IL 61761-0000	309-452-7940
	EJ	DORIS ANN HULETT	5 ROBINWOOD DR	NORMAL IL 61761-0000	309-452-4292
	EJ	JOHN A HULETT	5 ROBINWOOD DR	NORMAL IL 61761-0000	309-452-4292
	EJ	DOROTHY J MATTOON	1405 E VERNON AVE	NORMAL IL 61761-0000	309-452-8825
	EJ	DONALD E MAYOL	16 ARDITH DR	NORMAL IL 61761-0000	309-452-5952
	EJ	JANET S TURNER	18 ROBINWOOD DR	NORMAL IL 61761-0000	309-452-1206
	EJ	DOUGLAS J MASSEY	812 SHERIDAN RD	NORMAL IL 61761-0000	309-451-8330
NORMAL 16	EJ	JOANN M BARNES	21 LA TEER DR	NORMAL IL 61761-0000	309-452-1666
	EJ	JOHANNA M BARNES	21 LA TEER DR	NORMAL IL 61761-0000	309-452-1666
	EJ	PATRICIA A ROCHELLE	27 LA TEER DR	NORMAL IL 61761-0000	309-452-4503

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**McLean County, Illinois
Republican Election Judges**

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
NORMAL 19	EJ	REBECCA R MUNSTER	MANCHESTER HALL ISU	NORMAL IL 61761-0000	309-436-0414
NORMAL 20	EJ	MARY B JONES	200 HAMMITT DR	NORMAL IL 61761-0000	309-452-5196
	EJ	PAUL H JONES	200 HAMMITT DR	NORMAL IL 61761-0000	309-452-5196
	EJ	BRIDGET M STARR	1313 SCHROEDER DR	NORMAL IL 61761-0000	309-454-1428
	EJ	JOYCE E TOPPING	1403 SCHROEDER DR	NORMAL IL 61761-0000	309-452-8940
	EJ	CHRISTOPHER C GOSCH	321 RALEIGH CT	NORMAL IL 61761-0000	309-454-1692
	EJ	SHARON A FRIZZELL	313 RALEIGH CT	NORMAL IL 61761-0000	309-454-8840
NORMAL 21	EJ	LINDA A WALL	409 GREENBRIAR DR	NORMAL IL 61761-0000	309-888-4655
	EJ	JOYCE E BALEY	1509 DUBLIN DR	NORMAL IL 61761-0000	309-452-4678
	EJ	HELEN S EBERLING	503 JENNY LIND DR	NORMAL IL 61761-0000	309-452-9455
	EJ	MARIAN ELMA HARRIS	1819 HOOVER DR	NORMAL IL 61761-0000	309-454-3395
	EJ	ROBERT A LITTLE	1635 FRONTIER DR	NORMAL IL 61761-0000	309-454-4190
	EJ	JANICE J WRSING	1402 HENRY ST	NORMAL IL 61761-0000	309-454-2015
	EJ	BERYL P BIEBER	1822 TRUMAN DR	NORMAL IL 61761-0000	309-452-1665
NORMAL 22	EJ	DENNIS A BOURGERIE	1621 N SCHOOL ST	NORMAL IL 61761-0000	309-454-3842
	EJ	IRENE T BOURGERIE	1621 N SCHOOL ST	NORMAL IL 61761-0000	309-454-3842
	EJ	BARBARA H CRABTREE	1603 BRADFORD LN	NORMAL IL 61761-0000	309-452-8981
	EJ	CONSTANCE A MALECKI	413 W RAAB RD	NORMAL IL 61761-0000	309-451-0648
	EJ	WINIFRED L MYER	1700 N SCHOOL ST	NORMAL IL 61761-0000	309-452-2696
	EJ	DIANE M BOECK	207 SUELYNN DR	NORMAL IL 61761-0000	309-454-1371

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**McLean County, Illinois
Republican Election Judges**

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
NORMAL 23	EJ	JANET L DAWSON	1619 ERIN DR	NORMAL IL 61761-0000	309-452-7582
	EJ	MARY A BUESCHER	1613 ERIN DR	NORMAL IL 61761-0000	309-454-2609
	EJ	BETTY MARIE MESSAMORE	101 COLCHESTER DR	NORMAL IL 61761-0000	309-452-4680
	EJ	RICHARD H TOMLIN	205 CONCORD DR	NORMAL IL 61761-0000	309-452-5010
NORMAL 24	EJ	ANNE Q OLSEN	204 N PARKSIDE RD	NORMAL IL 61761-2346	309-454-4983
	EJ	WILLIAM L STRIEGEL	1611 BAUMGART DR	NORMAL IL 61761-0000	309-454-7954
	EJ	ALYCE M WHITE	310 N PARKSIDE RD	NORMAL IL 61761-0000	309-452-9881
	EJ	RUBY E WRENCH	21 LINDA LN	NORMAL IL 61761-0000	309-452-1308
	EJ	LARRY D KWASIGROH	220 GARDEN RD	NORMAL IL 61761-0000	309-454-3650
NORMAL 25	EJ	KAREN S TORNOW	1305 COURTLAND AVE	NORMAL IL 61761-0000	309-452-3881
	EJ	ROGER TORNOW	1305 COURTLAND AVE	NORMAL IL 61761-0000	309-452-3881
	EJ	DUANE A MEADE	1428 HANSON DR	NORMAL IL 61761-0000	309-452-8591
NORMAL 26	EJ	MILDRED R EBERWINE	301 IRONWOOD CC DR	NORMAL IL 61761-0000	309-454-1506
	EJ	MAXINE M STEPHENS	1928 CLAREMONT COMMONS	NORMAL IL 61761-0000	309-862-2821
	EJ	GARY H FERGUSON	406 PLUMAGE CT	NORMAL IL 61761-0000	309-862-0161
	EJ	YVONNE J HARRISON	2009 BRAMBLEWOOD CC CT	NORMAL IL 61761-0000	309-454-6774
	EJ	RICHARD B HISHMAN	2008 BRAMBLEWOOD CC CT	NORMAL IL 61761-0000	309-454-5117

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**McLean County, Illinois
Republican Election Judges**

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
OLD TOWN	EJ	EDWINA CHRISTIANSEN	21040 HAWTHORNE RIDGE RD	DOWNS IL 61736-0000	309-378-4336
	EJ	GARY L CHRISTIANSEN	21040 HAWTHORNE RIDGE RD	DOWNS IL 61736-0000	309-378-4336
	EJ	SHIRLEY A NEWTON	8430 PRAIRIE TRL	BLOOMINGTON IL 61704-0000	309-378-4412
	EJ	PAMELA SUE BUGGAR	18870 TERRACE VALLEY DR	BLOOMINGTON IL 61704-0000	309-662-3209
	EJ	LYNN E LEGNER	19758 NOTTINGHAM DR	DOWNS IL 61736-0000	309-378-4589
	EJ	BENJAMIN B MCCREADY	29609 E 1300 NORTH RD	BLOOMINGTON IL 61704-0000	309-724-8000
	EJ	CAROL ANN NYGAARD	18834 GLENVIEW DR	BLOOMINGTON IL 61704-0000	309-663-4009
	EJ	LINDA L HARTEMA	19182 MEANDER WAY	BLOOMINGTON IL 61704-0000	309-663-1413
	RANDOLPH 01	EJ	CARL G COTNER	310 W POPLAR ST	HEYWORTH IL 61745-0000
EJ		MARILYN YVONNE COTNER	310 W POPLAR ST	HEYWORTH IL 61745-0000	309-473-2679
EJ		ROBERT W LONG	410 BOULDER DR	HEYWORTH IL 61745-0000	309-473-2237
EJ		MELISSA D DAWSON	RR 2 BOX 178AA	HEYWORTH IL 61745-0000	309-473-3297
EJ		TAMI R KOCH	104 N 1300 EAST RD	HEYWORTH IL 61745-0000	309-473-3444
EJ		DAVID H KOCH	104 N 1300 EAST RD	HEYWORTH IL 61745-0000	309-473-3444
EJ		ELLYN V COOMER	16582 OLD PRINCIPAL RD	HEYWORTH IL 61745-0000	309-473-2075
EJ		WANDA CUNDIFF	206 N POLAND ST	HEYWORTH IL 61745-0000	309-473-2860
EJ		JUDY L MOWERY	511 E NEWTON ST	HEYWORTH IL 61745-0000	309-473-2078
RANDOLPH 02	EJ	MARY NECESSARY	15491 E 100 NORTH RD	HEYWORTH IL 61745-0000	309-473-2786
	EJ	RONALD W WRIGHT	501 TROTTER DR	HEYWORTH IL 61745-9791	309-473-3559
	EJ	SHARRON L WRIGHT	501 TROTTER DR	HEYWORTH IL 61745-9791	309-473-3559
	EJ	DUANE SWANSON	202 N JOSELYN ST	HEYWORTH IL 61745-0000	309-473-3937
	EJ	JEAN SWANSON	202 N JOSELYN ST	HEYWORTH IL 61745-0000	309-473-3937

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**McLean County, Illinois
Republican Election Judges**

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
RANDOLPH 03	EJ	MARY JANE WOOD	RR 1 BOX 256	HEYWORTH IL 61745-0000	309-473-2844
	EJ	THOMAS M WOOD	RR 1 BOX 256	HEYWORTH IL 61745-0000	309-473-2844
	EJ	ALBERT LEA LEIGHT	4978 COUNTRY LN	HEYWORTH IL 61745-0000	309-473-3382
	EJ	MARILYN P CARROLL	14948 E 425 NORTH RD	HEYWORTH IL 61745-0000	309-473-2475
	EJ	GLENN H MILTON	4125 N 1700 EAST RD	HEYWORTH IL 61745-0000	309-473-3301
	EJ	SHIRLEY J MILTON	4251 N 1700 EAST RD	HEYWORTH IL 61745-0000	307-473-3143
	EJ	RAE ANN HEEREN	RR 1 BOX 305A	HEYWORTH IL 61745-0000	309-473-3832
	EJ	DANIEL M CARROLL	14948 E 425 NORTH RD	HEYWORTH IL 61745-0000	309-473-2575
	TOWANDA	EJ	VIRGINIA L LOWERY	101 MIRIAM WAY	TOWANDA IL 61776-0000
EJ		CAROL J MEIER	RR 1 BOX 64	TOWANDA IL 61776-0000	309-728-2359
EJ		MARY ELLEN MERRITT	300 S MADISON ST	TOWANDA IL 61776-0000	309-728-2810
EJ		RITA D JENKINS	100 HELY ST	TOWANDA IL 61776-0000	309-728-2143
WEST	EJ	PEGGY PATRICIA SWIGART	RR 1 BOX 151	FARMER CITY IL 61842-0000	309-928-2831
	EJ	CAROLYN HALL JILES	33357 E 700 NORTH RD	ARROWSMITH IL 61722-0000	309-727-1147
	EJ	LOUISE JILES	RR 2 BOX 149	FARMER CITY IL 61842-0000	309-928-9608
WHITE OAK	EJ	DONNETTE KAY HOLLIGER	301 E FRANKLIN ST	CARLOCK IL 61725-0000	309-376-7341
	EJ	ELAINE MARIE SWOPE	23274 N 1200 EAST RD	HUDSON IL 61748-0000	309-726-1789

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McLean County, Illinois
Republican Election Judges

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
YATES	EJ	JOYCE LEE NAGEL	31363 N 3050 EAST RD	CHENOA IL 61726-0000	815-945-5163
	EJ	HELEN JOAN SCHAUMBURG	RR 1 BOX 70	CHENOA IL 61726-0000	815-945-7592
	EJ	JULIA M MILLER	RR 1 BOX 96	CHENOA IL 61726-0000	815-692-4513

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**McLean County, Illinois
Supplemental Republican Election Judges**

<u>Precinct</u>	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
EJB		PATRICIA A BARR	205 SEMINARY ST	BLOOMINGTON IL 61701-0000	309-829-8287
EJB		R GLEN BEAMAN	70 ASTORIA WAY	BLOOMINGTON IL 61704-0000	309-452-5658
EJB		MARY BRABSON	1235 GLENWOOD RD	BLOOMINGTON IL 61701-0000	309-661-9452
EJB		RONALD D BROWN	2218 WOODFIELD DR	BLOOMINGTON IL 61704-0000	309-663-5428
EJB		SHANNON M CLEMENTS	17 ETHELL PKWY	BLOOMINGTON IL 61701-0000	309-829-5138
EJB		SCOTT B CUMMINGS	1701 E EMPIRE ST	BLOOMINGTON IL 61704-0000	309-828-6685
EJB		JAYNE DELFORGE	803 HILLTOP PARK	BLOOMINGTON IL 61701-0000	309-829-6439
EJB		MATTHEW T DILLER	3206 LEAFY LN	BLOOMINGTON IL 61704-0000	309-663-5647
EJB		BRENDA D DILLMAN	1121 N STATE ST	BLOOMINGTON IL 61701-0000	309-821-9095
EJB		LUCILLE A ENGELKES	28 RAVENWOOD CIR	BLOOMINGTON IL 61704-0000	309-662-3437
EJB		JUDITH R FEEZOR	204 E WOOD ST	BLOOMINGTON IL 61701-0000	309-828-7234
EJB		STANLEY R FEEZOR	811 S MASON ST	BLOOMINGTON IL 61701-0000	309-828-1019
EJB		CURT G FLEMING	12 CHATSFORD CT	BLOOMINGTON IL 61704-0000	309-662-3770
EJB		EVAN C FLEMING	12 CHATSFORD CT	BLOOMINGTON IL 61704-0000	309-662-3770
EJB		HAROLD DUANE FORT	707 S MERCER AVE	BLOOMINGTON IL 61701-0000	309-622-8075
EJB		EDWARD S FOWLER	1905 CROXTON AVE	BLOOMINGTON IL 61701-0000	309-662-3048
EJB		JIM FRUIN	3001 THORNWOOD LN	BLOOMINGTON IL 61704-0000	309-662-1197
EJB		CONNIE GRUSY	3008 E WASHINGTON ST	BLOOMINGTON IL 61704-0000	309-662-4168
EJB		BETTY L HAAG	3003 RIDGE CREST DR	BLOOMINGTON IL 61704-0000	309-661-2273
EJB		LARRY M HAAG	3003 RIDGE CREST DR	BLOOMINGTON IL 61704-0000	309-661-2273
EJB		ALLISON HARMS	107 PARKVIEW DR	BLOOMINGTON IL 61701-0000	309-662-1763
EJB		BRICE T HAZELWOOD	30 GENEVA CT	BLOOMINGTON IL 61704-0000	309-820-9924
EJB		BRIAN HILL	1110 MONROE ST	BLOOMINGTON IL 61701-0000	309-828-0760
EJB		AARON HORNSBY	3 KENSINGTON CIR	BLOOMINGTON IL 61704-0000	309-888-5399
EJB		JOSEPH S KAO	1516 N WESTERN AVE	BLOOMINGTON IL 61701-0000	309-827-5754
EJB		KIMBERLY M KAO	1516 N WESTERN AVE	BLOOMINGTON IL 61701-0000	309-827-5754
EJB		SHIRLEY A KING	1023 E LAFAYETTE ST	BLOOMINGTON IL 61701-0000	309-663-9853
EJB		WHITNEY KOEHL	808 TOWANDA AVE	BLOOMINGTON IL 61701-0000	309-829-2208
EJB		JENNIFER MASSIE	1401 RIDGEPORT AVE	BLOOMINGTON IL 61704-0000	309-662-3536
EJB		AMANDA MCCULLOUGH	2914 GRANDVIEW DR	BLOOMINGTON IL 61701-0000	309-661-9154

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**McLean County, Illinois
Supplemental Republican Election Judges**

<u>Precinct</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
EJB	PATSY MC GRATH	49 OAK PARK PL	BLOOMINGTON IL 61701-0000	309-828-7878
EJB	ASHLEY MERRITT	47 RAVENWOOD CIR	BLOOMINGTON IL 61704-0000	309-662-0615
EJB	PHILIP A MERRITT	47 RAVENWOOD CIR	BLOOMINGTON IL 61704-0000	309-662-0615
EJB	MARILYN R MOODY	1318 CADWELL DR	BLOOMINGTON IL 61701-0000	309-662-0485
EJB	MATTHEW MURRAY	2204 CASE DR	BLOOMINGTON IL 61701-0000	309-829-4689
EJB	EARLENE M NELSON	402 W HAMILTON RD	BLOOMINGTON IL 61704-0000	309-829-2942
EJB	CONWAY NEWTON	106 N DEVONSHIRE DR	BLOOMINGTON IL 61704-0000	309-735-7270
EJB	PHYLS OLSON	39 OAK PARK PL	BLOOMINGTON IL 61701-0000	309-828-3866
EJB	ASHLEY L OUTLAW	37 GENEVA CT	BLOOMINGTON IL 61704-0000	309-828-4104
EJB	ELIZABETH PURCELL	701 S CLAYTON ST	BLOOMINGTON IL 61701-0000	309-828-1871
EJB	VALARIE REED	2011 LAKE BLUFF RD	BLOOMINGTON IL 61701-0000	309-829-0454
EJB	MILUCENT ROTH	4 OAKBROOK CT	BLOOMINGTON IL 61704-0000	309-828-5647
EJB	SHANNON SCATES	108 OAK CREEK PLZ	BLOOMINGTON IL 61704-0000	309-829-2881
EJB	ROZELLA L SPICER	603 S MERCER AVE	BLOOMINGTON IL 61701-0000	309-662-8228
EJB	CARL TOEPE	1919 OWENS DR	BLOOMINGTON IL 61704-0000	309-663-7487
EJB	JOHN WALTHER	111 RUST RD	BLOOMINGTON IL 61701-0000	309-663-2620
EJB	MARGIE WARLOW	1104 S SUMMIT AVE	BLOOMINGTON IL 61701-0000	309-828-0795
EJB	KEITH WEATHERSPOON	304 N HOWARD AVE	BLOOMINGTON IL 61701-0000	309-829-5092
EJB	SARAH E WILLIAMS	110 E CHESTNUT ST	BLOOMINGTON IL 61701-0000	309-556-1454
EJB	HOLLY YODER	1227 E JEFFERSON ST	BLOOMINGTON IL 61704-0000	309-829-5988
EJB	GAIL YOUNGS	208 HILLSIDE LN	BLOOMINGTON IL 61701-0000	309-663-1782

Members Sorensen/Renner moved the County Board approve a Request for Approval of Appointment of Judges of Election - County Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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PROPERTY COMMITTEE:

Member Salch, Chairman, presented the following:

**MILLS / SWEENEY
Architects**

May 7, 2002



108 West Monroe
P.O. Box 3234
Bloomington
Illinois 61702
Phone: 309/829-1271
Fax: 309/829-2371

Mr. Don Lee, Director
McLean County Nursing Home
901 North Main Street
Normal, IL 61761

Re: New Emergency Generator
for McLean County Nursing Home
Normal, IL

Dear Don,

Richard D. Mills
AIA / NCARB

Enclosed is Tabulation of Bids received on May 7th for the
above referenced project.

Arthur J. Sweeney
AIA / NCARB

Based upon bids received, we recommend award of contract
to

Gaddy Electric & Excavating, Inc.
2501 G.E. Road
Bloomington, IL 61704

as follows:

Base Bid..... \$44,700.00

Please let us have your decision, regarding basis of award,
and we will prepare the Contract and Bond for Gaddy
Electric & Excavating's execution accordingly.

Very truly yours,

Arthur J. Sweeney

AJS/srj
encl.

Mills Associates
Evan Mills Gardner
Evans Associates
Schaeffer Wilson Evans
Schaeffer Hooton
Arthur L. Pillsbury
Founded 1895

BID TABULATION SCHEDULE

Project: New Emergency Generator
McLean County Nursing Home
901 North Main Street
Normal, Illinois
Bids Due: 2:00 PM May 7, 2002

Contractor	Bid Security	Base Bid
Bulin Electric Service, Inc. Lexington, IL	Yes	\$51,840.00
D & H Electric Bloomington, IL	NO BID	
Emmett Scharf Electric Bloomington, IL	NO BID	
Egizii Electric, Inc. Bloomington, IL	Yes	\$53,600.00
Gaddy Electric Bloomington, IL	Yes	\$44,700.00
Koener Electric, Inc. Bartonville, IL	Yes	\$49,982.00
Reed Electric, Inc. Bloomington, IL	NO BID	
Twin City Electric, Inc. Bloomington, IL	NO BID	
Weber Electric Bloomington, IL	Yes	\$45,928.00
Wilcox Electric & Service Bloomington, IL	NO BID	

Members Salch/Arnold moved the County Board approve a Request for Approval of a Bid Received from Gaddy Electric & Excavating, Inc. to Replace the Emergency Generator at the McLean County Nursing Home. Member Salch stated the dollar amount is \$44,700. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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Member Salch, Chairman, presented the following:

COMMUNITY TREE PLANTING 2003 Grant Application Packet



PLANTING AMERICA'S FUTURE

Introduction to Community Tree Planting Grant

- The Community Tree Planting Grant is a matching grant. Applicants must provide a one-to-one (\$1-\$1) match of grant value using non-federal funds.
- National Tree Trust (NTT) provides one-year old, regionally appropriate tree seedlings in increments of 100 per species. The minimum request is 300 trees.
- NTT also provides three-gallon medium weight plastic containers, if needed, to containerize seedlings instead of directly planting them. These will arrive separately.
- For containerized seedlings, NTT provides a cash subsidy for soil, based on one cubic yard filling 66 three-gallon containers, if a receipt is submitted within 30 days of soil purchase. The subsidy may not cover the entire cost of potting medium. However, groups are often able to get the potting medium donated.

Community Tree Planting (CTP) Grant Timeline:

May 31, 2002	Seedling Request Form due to NTT.
October 1, 2002	Project Information Form due to NTT.
October 15, 2002	Notification to applicants regarding award of grant.
Late 2002-Early 2003	Recipients receive phone call from NTT to confirm species and quantities submitted on Seedling Request Form, and to discuss shipping dates for seedlings.
Spring 2003	Recipients receive seedlings and containers, if applicable, from NTT.
October 1, 2003	First Year Annual Report & Budget Worksheet due to NTT.
October 1, 2004	Second Year Annual Report & Budget Worksheet due to NTT.

READ ALL SECTIONS PRIOR TO COMPLETING GRANT APPLICATION FORMS.
APPLICATIONS WILL NOT BE CONSIDERED IF ANY FORMS ARE INCOMPLETE OR SUBMITTED
AFTER THEIR DEADLINE.

Application Process

- The application process involves two forms: the **Seedling Request Form** (Page 5-8) and the **Project Information Form** (Page 9-12). All applicants must complete both forms to receive trees.
- The **Seedling Request Form** deadline is May 31, 2002. This form reserves trees for the applicant organization. This form should be submitted as soon as possible since seedlings are allocated on a first come, first served basis, and may be fully allocated by the May 31, 2002 deadline.
- The **Project Information Form** is due October 1, 2002. This form asks for additional information including a detailed description of the applicant's planting project, shipping information, and a description of the media plan if the event is being publicized.
- NTT has provided a checklist on page 13 of this application packet to help all applicants ensure they meet the requirements of this grant.

GRANT RECIPIENTS ARE REQUIRED TO KEEP A COPY OF THIS APPLICATION ON FILE FOR FIVE YEARS. 1

National Tree Trust • 1120 G Street, NW • Suite 770 • Washington, DC 20005 • 800-846-8733

Visit us on the web at: <http://www.nationaltreetrust.org>

Terms and Conditions

Failure to adhere to any of these Terms and Conditions will result in termination of the grant and ineligibility to participate in any of National Tree Trust's (NTT) programs (Community Tree Planting, Growing Together, Trail of Trees, and the Partnership Enhancement Monetary Grant Program). Please read thoroughly and retain for your files.

As a Community Tree Planting grant recipient, I agree to the following Terms and Conditions:

- to plant seedlings **only on public property**, which is considered property that is owned by the government (local, county, town, village, state, federal) or is owned by a 501(c)(3) that allows public access and does not discriminate against use;
- to utilize volunteers to implement the project;
- to return **Annual Report Forms & Budget Worksheets** to NTT by October 1st for two consecutive years after seedlings are received (the information required for Annual Report Forms is outlined below);
- to not sell trees or give away seedlings for planting on private property;
- to contact NTT as soon as possible with any and all changes to applicant's seedling request (NTT will try to fulfill changes, but cannot make any guarantees);
- to contact NTT in writing if applicant wishes to cancel the grant;
- to maintain seedlings according to minimum standards (outlined below) for two years after seedlings are received;
- to be flexible with regard to shipping dates, times, and methods (*more than one shipment may be involved; shipments may arrive by UPS and/or truck; recipients are expected to unload shipments during, before, or after normal working hours [8:00 A.M. – 5:00 P.M.]*);
- to provide a proper location to store seedlings prior to planting/containerization;
- to inform NTT upon receipt of seedlings if species or quantity differs from that specified in confirmation letter or if seedlings are of poor quality;
- to provide a secure location with adequate water for temporarily planted or containerized seedlings;
- to provide an invoice or receipt for purchase of soil for containerized seedlings (*NTT provides a cash subsidy for soil, based on one cubic yard filling 66 three-gallon containers. A receipt and soil subsidy request form [mailed to you in the confirmation packet] must be submitted within 30 days after receipt of seedlings in order to receive a soil subsidy*);
- to acknowledge National Tree Trust, the donating forest product companies, and any other appropriate sponsors in all press/publicity materials;
- to keep all grant-related documents on file for five years after receipt of grant;
- to make all documents, planting sites, and growing centers available for site inspections by NTT representatives upon request;
- to respond to inquiries from NTT staff in a timely manner;
- to cooperate with NTT staff in the planning and implementation of a media event if any NTT staff attends; and
- to meet all deadlines set forth by NTT.

Annual Reports & Budget Worksheets

Recipients must complete Annual Report Forms and Budget Worksheets for two years after receipt of seedlings. NTT mails the Annual Report Forms in the summer and they are due back to NTT by October 1. Recipients are responsible for tracking and reporting:

- number of seedlings received; number of seedlings containerized, temporarily planted in the ground, or directly planted
- number of trees surviving; location of seedlings
- number of volunteers used for planting and/or maintenance of seedlings; number of volunteer hours
- dollar value of in-kind goods and professional services; dollar value of out-of-pocket expenses
- actual budget for applicant matching funds

Maintenance Requirements

Recipients are required to undertake a maintenance program for at least two years after seedlings are received. The maintenance program should include:

- periodically checking the condition of the seedlings
- providing water for the seedlings
- removing vegetation that is interfering with the growth of the seedlings; pruning dead limbs; and mulching seedlings when necessary

GRANT RECIPIENTS ARE REQUIRED TO KEEP A COPY OF THIS APPLICATION ON FILE FOR FIVE YEARS. 2

National Tree Trust • 1120 G Street, NW • Suite 56 • Washington, DC 20005 • 800-846-8733

Visit us on the web at: <http://www.nationaltreetrust.org>

COMMUNITY TREE PLANTING GRANT 2003 Seedling Request Form



PLANTING AMERICA'S FUTURE

SEEDLING REQUEST FORM MUST BE
POSTMARKED NO LATER THAN MAY 31, 2002.

.....
Please send this Seedling Request Form to National Tree Trust, Attn: Regional Coordinator, *Your State*, 1120 G St., NW, Suite 770, Washington, DC 20005. Please **TYPE** or **PRINT** information neatly to avoid delays in processing. National Tree Trust (NTT) will **not** consider late or incomplete forms.

I. Applicant Information

- A. ID Number: _____ (Note: New Participants will be assigned an ID Number. Past Participants who are unsure of their ID Number should leave it blank.)
- B. Name of Contact Person(s), circle: Mr. Mrs. Ms. or Dr.: William Wasson
- C. Title of Contact Person(s): Director
- D. Name of Group/Organization: McLean County Dept. of Parks + Recreation
- E. Mailing Address of Group/Organization: 13001 Recreation Area Dr.
Hudson, FL 61748
- F. Type of Organization, circle one: county, federal/state agency, municipality, nonprofit, town, township, or other (please explain): _____
- G. Is your organization a 501(c)3 nonprofit? (YES / NO)
- H. Daytime Phone: 309-726-2022 x222 Evening Phone: 309-365-8311
Fax Number: 309-726-2025 E-mail: bwasson@mclean.gov
- I. Is this your organization's first time to apply for a Community Tree Planting grant? (YES / NO)
- J. If you answered YES to the previous question, where did you learn about National Tree Trust? (Please explain in detail.) mailer

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II. 2003 Seedlings

Please choose species and quantities from the list on the following page. Species must be requested in increments of 100, and the minimum request is 300.

III. Project Information

A. Total number of trees to be:

1. directly planted into the ground in a permanent location. 500

2. lined-out or planted into the ground in a temporary location. 0

3. temporarily planted in containers. 0

B. Past grant recipients, who have previously received containers from NTT, please specify the number of containers to be reused. 0

C. Please specify the number of new containers requested for this project. 0

D. Please list which plant hardiness zone your plantings will take place in.

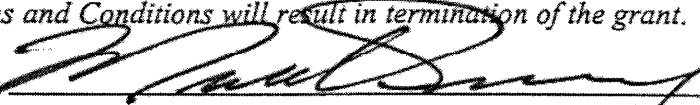
(For a USDA Plant Hardiness Zone Map, please visit our website.)

Zone 5a

IV. Signature and Agreement

By signing this Seedling Request Form, I certify that I have read and understood all of the information in this application and agree to the Terms and Conditions set forth by National Tree Trust. I understand that failure to comply with the Terms and Conditions will result in termination of the grant.

Applicant Signature



Date May 21, 2002

Applicant Name (please print)

Michael F. Sweeney

Tree Shelter Survey

NTT is considering the possibility of offering a subsidy for tree shelters similar to the soil subsidy provided for containers. This subsidy would help defray the cost of protecting trees that are directly planted into the ground. If we are given approval to subsidize the cost of tree shelters, we would like to know how many grant recipients would be interested in using them in their projects. Please keep in mind this is only a subsidy, and no dollar amount has been determined at this time. The subsidy would be based upon the number of trees that you directly plant into the ground. An invoice for tree shelters would need to be submitted within 30 days after receipt of your trees in order to qualify for the subsidy. All applicants will be notified of the decision made by NTT regarding the tree shelter subsidy in writing within the next few months.

How many tree shelters, per size, would you consider purchasing for your project if a subsidy becomes available.....

2-foot _____

3-foot _____

4-foot 500

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2003 Midwest Trees

Please choose the species preferred from the list below. The following species are available for Illinois, Indiana, Iowa, Kansas, Missouri, and Nebraska. Please speak to a local technical resource person before selecting your species. List the quantities in increments of 100. The minimum request is 300. Please be aware the inventories of the donating nurseries are subject to change, which may reduce the species and/or quantities NTT has to offer.

Species	Quantity (Increments of 100)	Species	Quantity (Increments of 100)
Bald Cypress	_____	Pin Oak	_____
Bur Oak.....	<u>300</u>	Red Maple	_____
Downy Serviceberry	_____	River Birch	_____
Eastern Redbud	_____	Shagbark Hickory	<u>200</u>
Eastern Redcedar.....	_____	Shumard Oak	_____
Green Ash	_____	Sugar Maple	_____
Hackberry	_____	Swamp White Oak	_____
Kentucky Coffee Tree	_____	Sycamore	_____
Northern Red Oak	_____	Tulip Poplar	_____
Persimmon	_____	White Dogwood.....	_____

Total Number of Trees Requested: 500

- For information regarding the seed source of these species, please contact NTT.
- Please see the following page for the scientific names and plant hardiness zones of these species.

Midwest Regional Grow-Out Stations

- | | | |
|--|--|---|
| <p>1. Anderson Rotary/ Indiana RGOS
 PO Box 2248
 5802 N. Heritage Ln.
 Alexandria, IN 46001
 Contact: Ann Shoemaker
 Phone: (317) 840-4302
 Fax: (317) 776-6305
 Email: drmbtannie@aol.com</p> | <p>2. City of Lindsborg
 PO Box 448
 110 S. Main St.
 Lindsborg, KS 67456
 Contact: Wes Adell
 Phone: (785) 227-2424
 Fax: (785) 227-4464
 Email: wadell@midusa.net</p> | <p>3. Hoosier ReLeaf, Inc.
 PO Box 425
 Leo, IN 46765
 Contact: Mark Ringenberg
 Phone: (219) 489-0049
 Fax: (219) 238-4342
 Email: mmakring@aol.com</p> |
| <p>4. Forest ReLeaf of Missouri – St. Louis
 4207 Lindell Blvd., Suite 120
 St. Louis, MO 63108
 Contact: Scott Wagner
 Phone: (314) 533-5323
 Fax: (314) 533-0016
 Email: moreleaf@anet-stl.com</p> | | |

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Members Salch/Owens moved the County Board approve a Request for Approval of a National Tree Trust Community Tree Planting Grant - Parks and Recreation Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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Member Salch, Chairman, presented the following:

AIA Document B727 - Electronic Format

Standard Form of Agreement Between Owner and Architect

for Special Services

1988 Edition

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Recommended for use with current editions of standard AIA Agreement forms and documents.

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AGREEMENT

made as of the 23 day of April in the year of 2002

BETWEEN the Owner:

(Name and address)

McLean County
104 W. Front Street
P.O. Box 2400
Boonington, IL 61702

and the Architect:

(Name and address)

Wiss, Janney, Elstner Associates, Inc.
120 N. LaSalle Street, Suite 2000
Chicago, IL 60602

For the following Project:

(Include detailed description of Project, location, address and scope.)

Investigation of the Old McLean County Courthouse

The Owner and the Architect agree as set forth below.

ARTICLE 1 ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

See proposal from Wiss, Janney, Elstner Associates, Inc. to McLean County dated 23 April 2002 attached in Exhibit A.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

© 1988 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006-5292. AIA DOCUMENT B727 - OWNER-ARCHITECT AGREEMENT - 1988 EDITION - AIA® - WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: b727-jeff.aia -- 4/24/2002. AIA License Number 1003610, which expires on 6/10/2002.

Electronic Format B727-1988

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**ARTICLE 3
USE OF ARCHITECT'S DOCUMENTS**

3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

**ARTICLE 4
ARBITRATION**

4.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

4.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

4.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

4.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**ARTICLE 5
TERMINATION OR SUSPENSION**

5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 5.4.

5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

- 1 ~~For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and~~
- 2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

**ARTICLE 6
MISCELLANEOUS PROVISIONS**

6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Paragraph 8.4.

6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

6.7 See proposal from Wiss, Janney, Elstner Associates, Inc. to McLean County dated 23 April 2002 with Wiss, Janney, Elstner Associates, Inc. Standard Terms and Conditions dated 28 May 2001, contained in Exhibit A, and Addendum to Agreement, contained in Exhibit B, for additional provisions to this contract.

ARTICLE 7 PAYMENTS TO THE ARCHITECT

7.1 DIRECT PERSONNEL EXPENSE

7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

7.2 REIMBURSABLE EXPENSES

7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- .1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- .2 long-distance communications;
- .3 fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 reproductions;
- .5 postage and handling of documents;
- .6 expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- .7 renderings and models requested by the Owner;
- .8 expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and
- .9 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

7.3.2 An initial payment as set forth in Paragraph 8.1 is the minimum payment under this Agreement.

7.4 ARCHITECT'S ACCOUNTING RECORDS

7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

8.1 ~~AN INITIAL PAYMENT OF --- Dollars (\$ ---) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.~~

8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows: Not to exceed \$66,000 in fees and not to exceed \$24,000 in expenses.

(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of (1.1) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

8.4 Payments are due and payable according to the Billing Terms stated in Wiss, Janney, Elstner Associates, Inc., Standard Terms and Conditions dated 28 May 2001, included in Exhibit A. ~~() days from the date of the Architect's invoice.~~ Amounts unpaid ~~() days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

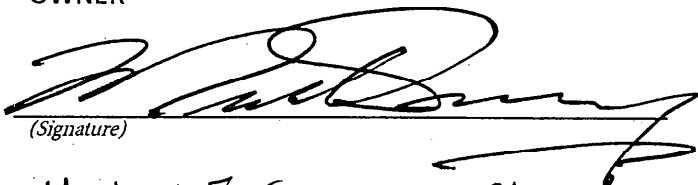
8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9
OTHER CONDITIONS

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT



(Signature)

Michael F. Sweeney, Chairman

(Printed name and title)

McLean County Board

(Signature)

(Printed name and title)

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Exhibit A

Proposal from Wiss, Janney, Elstner Associates, Inc. to McLean County dated 23 April 2002, with Wiss, Janney, Elstner Associates, Inc., Standard Terms and Conditions dated 28 May 2001.



STANDARD TERMS AND CONDITIONS

Page 1 of 2
May 28, 2001

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

PERFORMANCE

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

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

USE OF REPORTS, DRAWINGS AND ELECTRONIC MEDIA

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

PROPOSALS

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

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

CLIENT DUTIES

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

SAFETY

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

HAZARDOUS MATERIALS

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

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

STANDARD TERMS AND CONDITIONS

Page 2 of 2
May 28, 2001

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

SUSPENSION OF SERVICES

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

FIXED PRICE CONTRACTS

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

~~TIME CHARGES~~

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

~~EXPENSES~~

~~Public transportation, subsistence and out of pocket expenses incurred during travel, communications, reproduction and shipping charges will be billed at cost plus 5% (invoiced as an expense service fee.) Use of company or personal vehicles are billed at \$0.40 per mile.~~

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

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

~~EQUIPMENT USAGE~~

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

~~AFFILIATED CONSULTANTS~~

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

STORAGE

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

~~SUBCONTRACTED SERVICES~~

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

~~SUBPOENAS AND COURT ORDERS~~

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

DISPUTE RESOLUTION

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

~~INSURANCE~~

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

BILLING TERMS

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

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

Copyright 2001 Wiss, Janney, Elstner Associates, Inc.

Addendum to Agreement

Incorporated by attachment hereto:

Do No Damage: Wiss, Janney, Elstner, hereinafter "WJE", as a part of this agreement hereby agrees that they shall be liable for any damages resulting from unintentional and accidental or intentional and willful acts or omissions on the part of WJE or its agents when such damages were not specified by WJE within the scope of work to be performed in accordance with their Letter Proposal of April 23, 2002, and incorporated in this Agreement.

Scheduling of Installation and Set-Ups: WJE hereby agrees to schedule delivery and determine set-up locations of any needed examination equipment with COUNTY Facilities Management staff and the McLean County Museum of History, and further agrees to not unreasonably disrupt the operations of the McLean County Museum of History and/or McLean County at any time. Further, WJE agrees not to block any entrance lanes, parking areas, entrance doors, or natural footpaths for ingress and egress at the project location.

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

Insurance Provisions: In accordance with COUNTY insurance requirements, WJE hereby agrees to provide and maintain the following insurance during the project:

- a. Comprehensive General Liability Insurance for contractors to Contractual Liability, with aggregate limits of no less than \$1,000,000.00.
- b. Automobile Liability Insurance covering all owned, leased, hired, and non-owned vehicles, with no less than \$1,000,000.00 aggregate limits.
- c. Statutory Worker's Compensation Insurance according to Illinois law.
- d. Employer's Liability with limits of no less than \$500,000.00 per occurrence.
- e. Such insurance should be executed by insurance companies admitted in the State of Illinois and should be in a form acceptable to COUNTY.
- f. McLean County and the McLean County Museum of History shall be named as an "ADDITIONAL INSURED" on the required insurance. A Certificate of Insurance evidencing such insurance shall also be provided for McLean County and the McLean County Museum of History.

Page two

Hold Harmless: WJE agrees to save and hold harmless McLean County (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind, and shall indemnify McLean County for any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of McLean County and/or its agents and employees.

Permits: WJE shall be responsible for acquiring and paying for any needed permits as may be required for this project.

Project Safety: WJE shall be responsible for providing and maintaining personnel safety measures within the area of work being performed by WJE and shall further provide the means to secure the work site from access by pedestrian traffic. Such project safety measures and means shall be in accordance with OSHA, City of Bloomington, and any other recognized and established safety policy guidelines.

23 April 2002

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

Re: Old McLean County Courthouse
Bloomington, Illinois
WJE No. 2001.3337

Dear Mr. Moody:

At your request, Wiss, Janney, Elstner Associates Inc. (WJE) has prepared the following revised proposal to perform a limited investigation of exterior facade and roofing systems of the Old McLean County Courthouse in Bloomington, Illinois. This proposal is based on our discussions at the meeting of the Property Committee of McLean County on 2 April 2002, where the following issues were identified as requiring clarification:

- Identify the location and causes of distress on the exterior facade
- Investigate the condition of the roofing systems
- Develop recommendations for preservation and repair work
- Develop outline specifications and preliminary design drawings
- Obtain cost estimates from the preliminary design documents for review by McLean County

BACKGROUND

The building that formerly served as the McLean County Courthouse was built from 1901 to 1903 and was designed by the Peoria architects Reeves and Baillie. Reeves and Baillie were the architects of several prominent buildings in central Illinois, including Peoria City Hall, structures at the former Peoria State Hospital (in Bartonville), and the Stockyards in Des Moines, Iowa. The former McLean County Courthouse was constructed in the same location as an earlier courthouse, originally construction in 1868, that burned in 1900. The building, clad with Indiana limestone, is three stories in height with a raised basement. Atop the building is a dome, also clad with Indiana limestone and a copper sheet metal roof. McLean County utilized the courtrooms in the building until 1974, when a new courthouse was completed, and continued to use office space until 1989. Since 1992, the McLean County Historical Society has leased the building from the county, operating it as the McLean County Museum of History.

In March 1992, staff from WJE and the Office of John Vinci (OJV, now Vinci/Hamp Architects) performed a one-day condition survey of the building. Subsequently, a report was issued by the Office of John Vinci with contributions by WJE and was titled "Conservation Assessment of McLean County Historical Society Building (former McLean County Courthouse), Bloomington, Illinois," dated 14 May 1992.

On 29 August 2001, Mr. Jeffrey P. Koerber of WJE met with you and Mr. Jack Moody with McLean County to review the existing condition of the building and to discuss the county's need for preliminary costs for repairs to the masonry facade. We understand that McLean County is still the building owner. WJE subsequently performed a two-day condition survey of accessible portions of the exterior facade, roofing system, and interior finishes. From this condition survey we prepared an outline scope of repair work on the building. With assistance from Construction Resources and Management, Inc. (CRM), a preliminary cost estimate was prepared. The outline scope of work and preliminary cost estimate were contained in a letter and attachment dated 3 October 2001.

The scope of work included phasing the scope of repairs in three priorities. Priority 1 repairs are those whose implementation should begin in 2002. Priority 2 repairs are those that should be implemented in the next two to four years. Priority 3 repairs are those that should be implemented in the next five to ten years. The following is a summary of the preliminary scope of work for the exterior repairs outlined in our letter of 3 October 2001:

Priority 1 (Implement in 2002)

- Remove incipient spalls on all elevations; perform limestone dutchman repairs at spall locations
- Repoint the main cornice and cornice moldings on the building and dome drum
- Replace approximately three courses of distressed "flat" stonework on the dome drum immediately below moldings
- Dismantle limestone balustrade and reinstall using stainless steel anchors
- Remove existing metal handrail at entrance stair, perform dutchman repair at cracked granite paving, and install new ADA compliant handrail
- Dismantle and reinstall the granite steps and limestone flanking knee walls at the north building entrance
- Rout existing joints at the east, south, and west monumental entrance steps to a depth of 3/4 in. and install backer rod and self-leveling sealant material
- Install supplemental stainless steel anchors through the mosaic soffit panels (repair to include patching of mosaic tesserae)
- Install supplemental stainless steel anchors through the stone veneer panels at the east and west entrance vestibule soffits and walls (repair to include patching of anchor hole with color-matched grout)
- Install supplemental anchors in selected displaced and/or cracked interior scagliola panels (repair to include patching of anchor hole with color-matched plaster patch)

Priority 2 (Implement between 2003 and 2006)

Priority 2 repairs are likely to involve scaffolding of the entire facade of the building, possibly in stages with one or two elevations repaired at a time. Therefore, these repairs can be phased over a two or three year period if annual budgets do not permit all of this work to be performed in one construction season.

- Implement repointing of the remaining portions of the limestone facade (approximately 50 percent of the joints)
- Routing and pointing or sealing of cracks in the facade not treated through dutchman repairs during Priority 1 work
- Install stainless steel through face anchors adjacent to cracked stone units; repair to include patching of anchor hole with color-matched grout

- Perform additional limestone dutchman repairs at locations not identified or not accessible during Priority 1 repairs
- Dismantle and reinstall the limestone flanking knee walls at the east, south, and west building entrances; assume that 25 percent of the stone units will require replacement or reinstallation as fractured portions
- Reseal appropriate window unit elements on the dome drum "Luxfer" prism glass windows
- Replicate and install a mosaic soffit panel to replace that destroyed at the west entrance vestibule

Priority 3 (Implement between 2006 and 2010)

Items included under Priority 3 include those elements that will likely reach the end of their service life within the next ten years, such as the roofing systems, or should be included as part of the overall conservation of the building.

- Remove and replace the existing built-up membrane at the main roof
- Remove existing membrane system in main cornice gutter and install new lead coated copper gutter flashed to new roofing system
- Remove the existing copper sheet metal roof on the dome; repair substrate beneath sheet metal (possibly concrete shell); repair/replace deteriorated portions of copper sheet metal lantern atop dome; install new 20 gauge copper sheet metal dome roof, replicating original rib profile
- Clean/conservate interior scagliola panels
- Clean/conservate interior marble wainscot
- Properly refinish/conservate bronze entrance doors and window walls
- Properly refinish/conservate interior bronze doors and room entrance walls

On 2 April 2002, I presented the findings to the Property Committee of McLean County contained in our 3 October 2001 letter, including exterior masonry and interior finish distress conditions and general roofing system issues. I reviewed the preliminary cost estimates that were based on observations from the condition survey. I also discussed the need to perform additional investigation work before developing a more detailed scope of repair work and refined preliminary cost estimates. Additional investigation work must also precede the development of repair documents and the implementation of repairs. The Property Committee members requested that refined preliminary construction cost estimates based on the findings of investigation work be prepared so they can make more accurate funding recommendations to McLean County's Finance Committee. The scope of services below outlines additional investigation to document existing conditions, preparation of scope of work documents, and additional cost estimating.

SCOPE OF SERVICES

We recommend the following scope of services to obtain additional information for the preparation of repair documents for Priority 1 work:

1. **Review and Research.** Review copies of original drawings and previous reports, including the 1992 conservation assessment report. Perform limited research in McLean County records to locate the original written specifications for the buildings.
2. **Limited Investigation.** Perform an on-site investigation of the exterior masonry walls and roofing systems of the building, including a close-up inspection and inspection openings at selected areas to observe concealed conditions. The scope of the close-up inspection and inspection opening work will examine the items described in Priorities 1, 2, and 3 outlined above. Inspection openings

will be made with the assistance of contractors to make and repair the masonry and roof inspection openings. Additional inspection openings will be made at the north entrance stairs, the thin stone veneer cladding at the east and west entrance vestibules, and interior scagliola wall panels. Observations will be documented with photographs and notes on plan drawings.

We recommend that a personnel lift be utilized to access the upper portions of the main exterior walls to perform close-up inspection and inspection openings. To access the masonry drum and sheet metal roofing of the building's dome, however, rappelling techniques will be used to perform a visual inspection. Inspection openings will not be performed at areas inspected by rappelling. Limited areas of the building will be accessed with scaffolding to perform additional close-up inspection and inspection openings.

At your request, we are providing the following preliminary list of inspection opening locations and the intended temporary repair after recording observations. In the course of performing investigation work, it may be necessary to select additional or different locations to identify the causes of observed distress conditions. Inspection opening locations will be reviewed with McLean County Facilities Management staff and McLean County Museum of History representatives prior to performing invasive work. Openings are intended to be left open only long enough to make required observations and record conditions. These locations will receive temporary repairs meant to maintain the weather tightness of the existing construction and may match the adjacent existing construction in general appearance, but will likely be replaced in the course of implementing final repairs.

a. Dome drum:

- Two (2) openings, at areas of existing distress on the "curved" limestone cladding of the drum base, exposing the brick backup wall and metal anchor. The opening size is intended to be approximately one stone unit at each location. The openings would be patched with limestone, although as temporary repairs the stone units will not be shaped or finished to match adjacent stone units.
- One (1) opening at an area of undistressed "curved" limestone cladding on the drum base to confirm the condition of the metal anchor and brick backup wall. The opening size is intended to be approximately one stone unit. The opening would be patched with limestone, although as a temporary repair the stone unit will not be shaped or finished to match adjacent stone units.
- One (1) opening at an existing cracked or spalled stone unit on the flat wall area on the return of an engaged pier. The opening size is intended to be approximately one-half stone unit. The opening would be patched with limestone, although as a temporary repair the stone unit will not be shaped or finished to match adjacent stone units.
- One (1) opening at an existing cracked or spalled stone unit on the flat wall area between an engaged pier and a window opening. The opening size is intended to be approximately one-half stone unit. The opening would be patched with limestone, although as a temporary repair the stone unit will not be shaped or finished to match adjacent stone units.

b. Dome roof:

- Up to two (2) openings, approximately through the existing sheet metal roofing will be performed to inspect the condition of the substrate (roof sheathing and/or supporting slab). The location of the openings will be made by either unfolding two ribs and peeling back the sheet metal cladding (which would allow re-assembly and repair of the existing materials for

the temporary repair); or if the first option is not possible, cutting through the sheet metal cladding between two ribs to observe concealed conditions and temporarily patching the opening with a membrane waterproofing sheet and a roofing cap sheet.

c. Main building walls:

- Dismantle one section of limestone balustrade adjacent to the north elevation pediment. If the existing limestone units are in suitable condition, the balustrade will be reassembled using stainless steel anchors.
- Two (2) openings at areas of existing distress on the rusticated limestone cladding of the base, exposing the brick backup wall and metal anchor. The opening size is intended to be approximately one-half stone unit at each location. The openings would be patched with limestone, although as temporary repairs the stone units will not be shaped or finished to match adjacent stone units.
- One (1) opening at an area of undistressed rusticated limestone cladding on the base to confirm the condition of the metal anchor and brick backup wall. The opening size is intended to be approximately one-half stone unit at each location. The opening would be patched with limestone, although as a temporary repair the stone unit will not be shaped or finished to match adjacent stone units.
- Two (2) openings at areas of existing distress on flat limestone cladding of the upper building wall, exposing the brick backup wall and metal anchor. The opening size is intended to be approximately one-half stone unit at each location. The openings would be patched with limestone, although as temporary repairs the stone units will not be shaped or finished to match adjacent stone units.
- One (1) opening at an area of undistressed flat limestone cladding on the upper building wall to confirm the condition of the metal anchor and brick backup wall. The opening size is intended to be approximately one-half stone unit at each location. The opening would be patched with limestone, although as a temporary repair the stone unit will not be shaped or finished to match adjacent stone units.

d. Main roof area:

- One (1) opening will be made at the base of the dome drum approximately 12 to 18 in. square in area.
- One (1) opening will be made at the edge of the main roof approximately 12 to 18 in. square in area.
- Up to two (2) additional openings will be made on the main roof to observe concealed conditions. Each opening will be approximately 12 to 18 in. square in area.

e. North entrance steps and knee walls:

- Dismantle a portion of the north entrance steps where they are currently displaced. After completing observations, step units will be reinstalled as a temporary repair.
- Dismantle a portion of one of the limestone cladding on the knee walls at the north entrance steps. After completing observations, reusable limestone units will be reinstalled as a temporary repair.

f. Interior finishes:

- Examine displaced and/or cracked thin stone veneer at the east and west entrance vestibules. Select up to two (2) portions of cracked panels for removal to inspect concealed anchorage. Temporarily reinstall the thin stone panel fragments.
 - Examine displaced and/or cracked interior scagliola panels. Select one panel or a portion of a cracked panel for removal to inspect concealed anchorage. Temporarily reinstall the scagliola panel.
3. **Laboratory Testing.** Perform laboratory testing of existing pointing and setting mortar samples to determine mortar type and appropriate proportions for repointing and setting mortar. Other samples, such as existing roofing and waterproofing products and interior scagliola panels, will be tested for the presence of asbestos containing materials.
 4. **Baseline Drawings.** Prepare baseline elevation and roof plan drawings for the building based on the original drawings obtained from the McLean County Museum of History and on measured and observed conditions of the existing building. Baseline drawings will be prepared using AutoCAD.
 5. **Recommendations for Restoration and Repair.** Prepare recommendations, including outline specifications and preliminary design drawings, for the restoration and repair of the building. The purpose of these documents will be for the preparation of preliminary construction cost estimates and as a basis for developing construction documents.
 6. **Cost Estimating Services.** Prepare preliminary construction cost estimates from the outline specifications and preliminary design drawings developed in item 3 above. Cost estimating consultants to WJE will be CRM, Inc.
 7. **Letter Report.** Prepare a letter report summarizing our recommendations, presenting the preliminary construction cost estimates, and defining options for proceeding with the restoration and repair work. These options may include phased implementation versus a single repair project and assess the advantages and disadvantages of each option.
 8. **Meetings.** Present to the Property Committee of McLean County the findings of the investigation on the building, the totals of the preliminary cost estimates for restoration and repair work, and options for project implementation.

Fees and Expenses

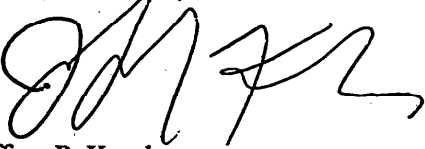
For the scope of work outlined above, we propose a not to exceed contract amount of \$66,000 in fees plus not to exceed contract amount of \$24,000 in expenses. Expenses include travel and per diem, laboratory testing, contractor services, consultants for cost estimating and rappelling, and personnel lift. All services will be provided in accordance with the enclosed Standard Terms and Conditions, dated 28 May 2001.

We look forward to continuing to assist McLean County with the restoration and repair of the Old McLean County Courthouse.

Please call if you have any questions.

Very truly yours,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



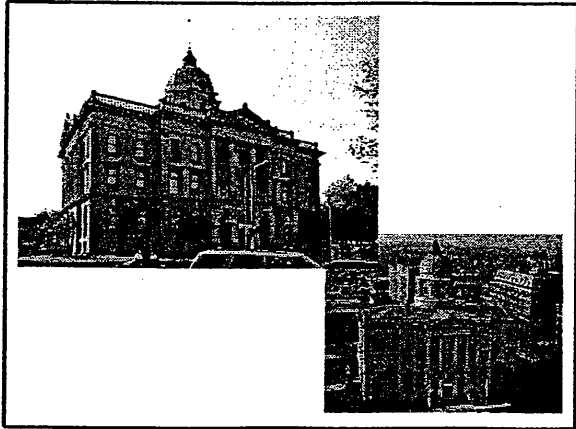
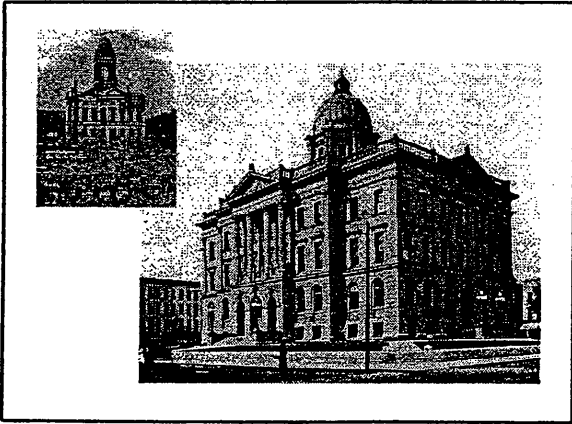
Jeffrey P. Koerber
Project Manager

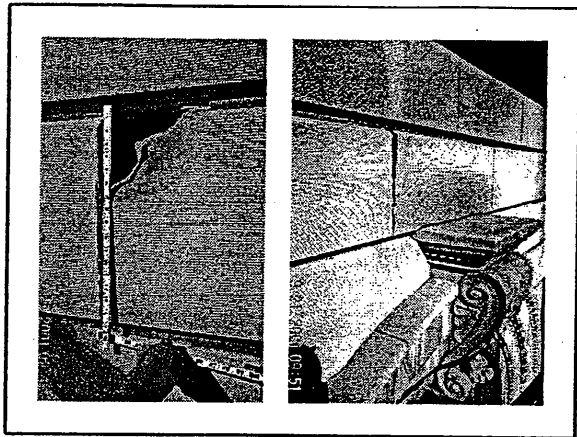
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Enclosure

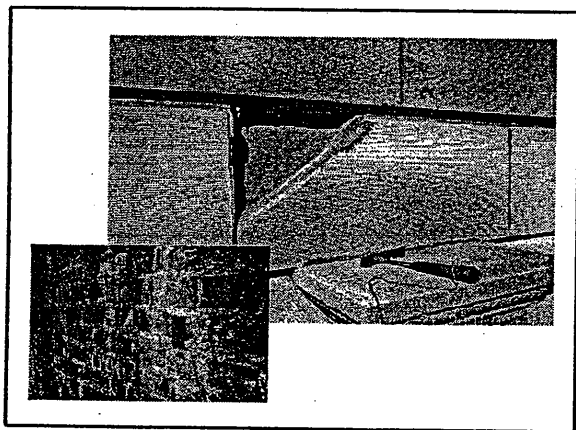
cc: Mr. Greg Koos - McLean County Museum of History – proposal only
Mr. Gene Salch – McLean County Property Committee

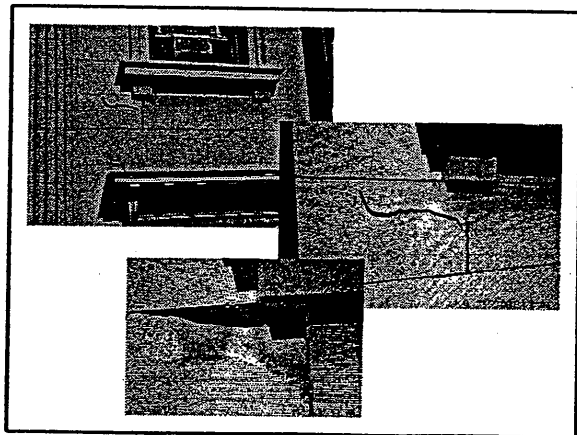
Old McLean County Courthouse
McLean County Museum of History

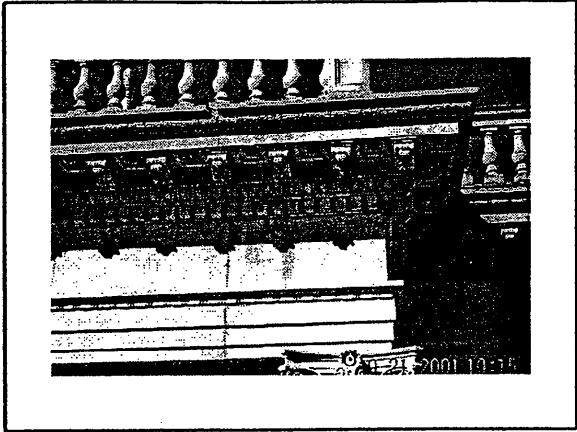
Jeff Koerber
Wiss, Janney, Elstner Associates, Inc.
Chicago, Illinois

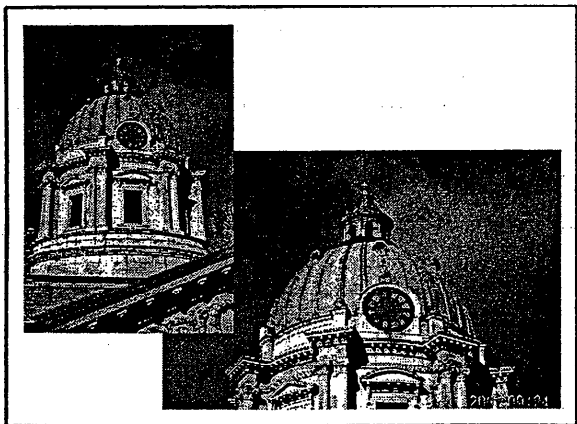


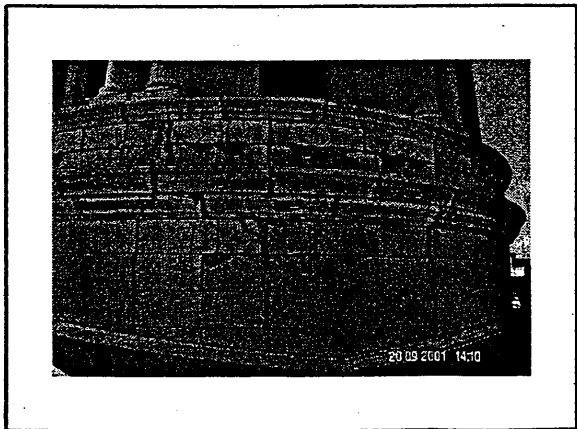


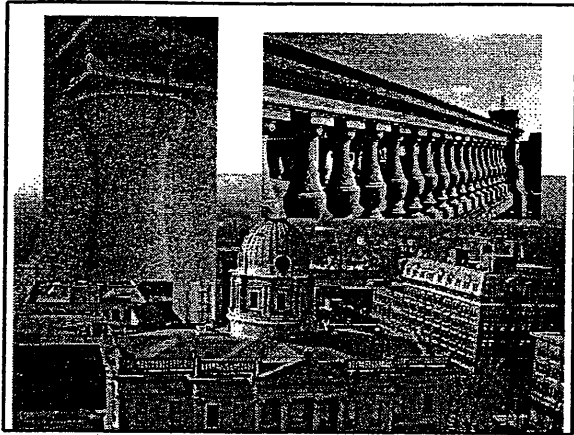


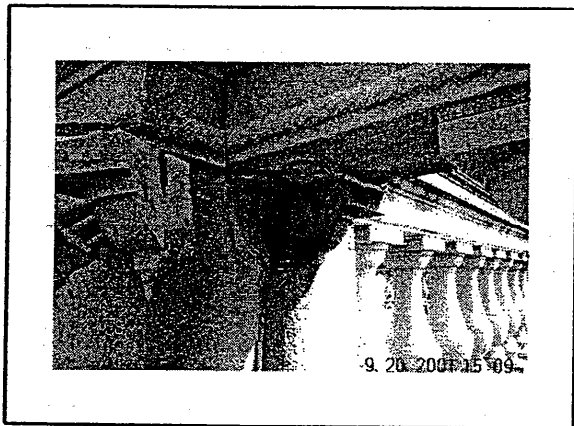


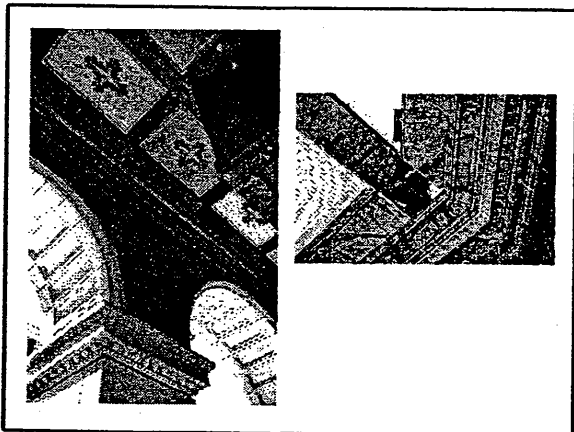












Priority 1 Work (2002)

- Remove incipient spalls on all elevations, including drum of dome
- Perform limestone dutchman repairs at spall locations
- Repoint the main cornice and cornice moldings on the building, including the cornice moldings on the dome drum
- Replace approximately three courses of "flat" stonework on the dome drum
- Dismantle limestone balustrade and reinstall using stainless steel anchors (alternate: defer repair and perform stabilization instead)

Priority 1 Work (2002)

- Repair cracked granite landings and replace handrails
- Repair granite steps and limestone flanking knee walls at the north building entrance
- Reseal existing paving joints at the east, south, and west entrances
- Pin the mosaic soffit panels
- Pin the stone veneer panels at the east and west entrances
- Pin cracked or displaced interior scagliola panels

Priority 2 Work (2003 through 2006)

- Repointing of the limestone facade (approximately 50 percent of the joints)
- Routing and pointing or sealing of cracks in the facade not treated through dutchman repairs during Priority 1 work
- Fining of cracked stone units not treated through dutchman repairs during Priority 1 work
- Perform additional limestone dutchman repairs at locations not identified or not accessible during Priority 1 repairs

**Priority 3 Work
(2006 through 2010)**

- Clean interior scagliola panels
- Clean interior marble wainscot
- Properly refinish/conserv bronze entrance doors and window walls
- Properly refinish/conserv interior bronze doors and room entrance walls

**Preliminary Cost Estimates
Fall 2001 Prices
(Phased Repair Work)**

- Priority 1: \$ 700,000
 - Architect/Engineer Services: \$ 75,000
- Priority 2: \$ 1,100,000
 - Estimated Architect/Engineer Services: \$ 40,000 to \$ 50,000
- Priority 3: \$ 1,000,000 to \$ 1,200,000
 - Estimated Architect/Engineer Services: \$ 60,000 to \$ 90,000

**Preliminary Cost Estimates
with assumed escalation of 4% per year
(Phased Repair Work)**

- Priority 1: \$ 700,000
- Priority 2: \$ 1,200,000
- Priority 3: \$ 1,200,000 to \$ 1,500,000

Members Salch/Berglund moved the County Board approve a Request for Approval of Wiss, Janney, Elstner Associates, Inc. Contract Proposal for Work at the Old Courthouse - Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch stated the General Report is on pages 185-199.

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



**Illinois Department
of Transportation**

Intergovernmental Agreement

Governmental Body Name McLean County			
Address 102 South Towanda - Barnes Road			
City, State, Zip Bloomington, Illinois 61704			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number 309/663-9445	Fax Number 309/662-8038	FEIN/TIN 37-6001569	
Brief Description of Service (full description specified in Part 5) Funds will be used to develop an access management plan that will acquaint local, county and regional organizations with techniques needed to improve safety and traffic flow.			
Compensation Method (full details specified in Part 6) Flat Rate	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Agreement Term From: Execution
Total Compensation Amount \$36,000	Travel Amount \$0	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: June 30, 2004

REQUIRED SIGNATURES

By signing below, GOVERNMENTAL BODY and DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-6 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

Signature of Authorized Representative

Michael F. Sweeney, Chairman

Type or Print Name of Authorized Representative

5/21/02

Date

FOR THE DEPARTMENT:

Michael A. Williamsen, Bureau Chief, Urban Program Planning

Edward R. Gower, Chief Counsel (Approved as to form)

Linda M. Wheeler, Director, Planning and Programming

Randy K. Vereen, Director, Finance & Administration

Kirk Brown, Secretary of Transportation

Date

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INTERGOVERNMENTAL AGREEMENT

FOR

MCLEAN COUNTY

This Agreement is by and between

McLean County

Please type or print legibly GOVERNMENTAL BODY'S legal name and address

102 South Towanda - Barnes Road

Bloomington, Illinois 61704

Attention: Jeff Tracy

E-Mail: jefftr@mclean.gov

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

◆

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services

◆

PART 1

SCOPE / COMPENSATION / TERM

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. Term of Agreement.** The term of this Agreement shall be from **execution to June 30, 2004.**
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. Renewal.** This Agreement may be renewed upon written agreement by the parties.

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PART 2
GENERAL PROVISIONS

A. Changes. If any circumstance or condition in this Agreement changes, GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. Non-Appropriation. This Agreement is subject to termination and cancellation in any year for which the General Assembly or the United States Congress fails to make an appropriation to make payments under the terms of the Agreement.

D. Records Inspection. The DEPARTMENT or a designated representative shall have access to GOVERNMENTAL BODY'S work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation. The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

F. Subcontracting/Employment of Department Personnel. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

Competitive selection procedures shall be used to procure services having a total value of more than \$10,000. The Request for Proposal shall be publicized, proposals shall be solicited from an adequate number of qualified sources, negotiations are normally conducted with more than one source, and a cost reimbursement contract shall be awarded based on a technical evaluation of the proposals received. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly.

GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

PART 3
FEDERALLY FUNDED AGREEMENTS

This Part shall be applicable only to federally funded Agreements.

A. Certification Regarding Lobbying. GOVERNMENTAL BODY certifies compliance with Section 319 of Public Law 101-102 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of the GOVERNMENTAL BODY, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

GOVERNMENTAL BODY further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this contract, grant, loan or cooperative agreement, the GOVERNMENTAL BODY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite to making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The GOVERNMENTAL BODY also agrees that GOVERNMENTAL BODY shall require that the language of this certification will be included in all lower tier subcontracts and that all subcontractors, will certify and disclose accordingly.

B. Civil Rights. GOVERNMENTAL BODY shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

C. Control of Property. GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

D. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in Title 48, Code of Federal Regulations, subpart 31; and all costs included in this Agreement are allowable under Title 48, Code of Federal Regulations, part 31.

E. Debarment. GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, GOVERNMENTAL BODY and GOVERNMENTAL BODY's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 5-40(b); d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The prospective GOVERNMENTAL BODY shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY shall provide immediate written notice to the DEPARTMENT if at any time the GOVERNMENTAL BODY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

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The GOVERNMENTAL BODY agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless GOVERNMENTAL BODY knows the certification is erroneous. GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. Each GOVERNMENTAL BODY may, but is not required to, check the Nonprocurement List. If a GOVERNMENTAL BODY knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in Section 4-50 shall be construed to require establishment of a system of records in order to render in good faith the certification required by Section 4-50. The knowledge and information of a GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

PART 4 SPECIFIC PROVISIONS

A. Invoices. The amount shown on each invoice shall be in accordance with the rates established in Part 6. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 6.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

**Susan B. Stitt
Illinois Department of Transportation
2300 South Dirksen Parkway
Room 307
Springfield, Illinois 62764**

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. All invoices for services performed and expenses incurred by GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to GOVERNMENTAL BODY on invoices presented after said date. Failure by GOVERNMENTAL BODY to present such invoices prior to said date may require GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY'S remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to

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the GOVERNMENTAL BODY. Additionally, the Department may terminate the Agreement by giving **thirty (30) days** written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work. All documents, data and records produced by GOVERNMENTAL BODY in carrying out GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the **Department**. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by GOVERNMENTAL BODY.

F. Software. All software and related computer programs produced and developed by GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out GOVERNMENTAL BODY'S obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both DEPARTMENT and GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be give, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both DEPARTMENT and GOVERNMENTAL BODY.

G. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. Reporting/Consultation. GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

I. Travel Expenses. No expenses for travel, lodging, or per diem shall be paid by the DEPARTMENT pursuant to this Agreement.

PART 5
Scope of Services/Responsibilities

ACCESS MANAGEMENT PLAN
BLOOMINGTON-NORMAL METROPOLITAN AREA

This agreement provides funding to the Governmental Body to accomplish the following transportation-related tasks:

Introduction

This project will develop an Access Management Plan, which will serve as a model policy, for adoption by the County of McLean, City of Bloomington, Town of Normal, and possibly other municipalities in McLean County. The primary objectives of any access management plan are to expedite the movement of traffic and help achieve greater safety for those using the public streets and roads while meeting local access needs. This plan will serve to relieve congestion, promote highway safety, protect public and private investment and enhance accessibility to economic and recreational opportunities, in the central city, fringe and unincorporated areas of McLean County.

Scope

The access management plan will provide local, county, and regional organizations with the means to understand how the use of access management techniques can improve the safety and efficiency of traffic flow. It should also encourage the use and economic development of the land that abuts the public roadways.

The proposed access management plan will address and include the following components:

- Legal authority
- Access classification
- Spacing of access points
- Tailoring access according to needs and limitations
- Interagency coordination
- Waivers
- Limitations
- Review and adoption, and
- A model, access management ordinance.

As a growing urban region, there are continual development pressures on the fringe of the Bloomington-Normal metropolitan area and certain developing areas in the County, which include requests for access to arterial and collector streets and roads.

A Department-funded study is currently evaluating transportation options for this portion of McLean County. The proposed access management plan will provide a framework for managing access for any facility recommended by that study, as well as for other existing and proposed transportation facilities in the county.

This project will also implement a top priority identified in both the "2025 Long range Transportation Plan for the Bloomington-Normal Urbanized Area and rural McLean County", and the "McLean County Regional Comprehensive Plan".

Goal

A report will be produced at the conclusion of this project, containing a model access management policy and an ordinance.

Budget

The Governmental Body will enter into a contract for services with a consultant to complete the project. The payment for services under this contract will not exceed the \$40,000.00 amount of grant funds plus the local match.

**PART 6
COMPENSATION FOR SERVICES**

Participation:

State Planning and Research (SPR) Funds			
Federal Funding Through Department		\$32,000	80%
Department Funding		\$4,000	10%
	Sub Total	\$36,000	90%
Funding Through Governmental Body		\$4,000	10%
	TOTAL	\$40,000	100%

Members Bass/Hoselton moved the County Board approve a Request for Approval of an Intergovernmental Agreement with Illinois Department of Transportation for Access Management Grant. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2002
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, State's Attorney's Office 0020

WHEREAS, the McLean County Board, on November 20, 2001, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2002 Fiscal Year beginning January 1, 2002 and ending December 31, 2002; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the State's Attorney's Office, Department 0020; and,

WHEREAS, the State's Attorney's Office has been awarded a grant in the amount of \$2,200.00 from the Institute for Collaborative Solutions to offset full-time salary expense in the State's Attorney's Office; and,

WHEREAS, the Justice Committee, on Monday, May 6, 2002, approved and recommended to the County Board an Emergency Appropriation Ordinance to recognize the receipt of the grant funds from the Institute for Collaborative Solutions; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

- That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, State's Attorney's Office, Department 0020 the following revenue:


	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Collaborative Solution Sub-Grant 0001-0020-0019-0410.XXXX	\$ 0.00	\$2,200.00	\$2,200.00
TOTAL:		\$2,200.00	

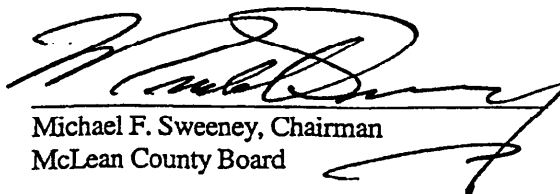
- That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the State's Attorney.

ADOPTED by the County Board of McLean County this 21st day of May, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2002
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, State's Attorney's Office 0020**

WHEREAS, the McLean County Board, on November 20, 2001, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2002 Fiscal Year beginning January 1, 2002 and ending December 31, 2002; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the State's Attorney's Office, Department 0020; and,

WHEREAS, the State's Attorney's Office has been awarded grant funds from the McLean County Crime Detection Network in the amount of \$9,900.00 to purchase office supplies and equipment, laptop computers, and cellular telephones; and,

WHEREAS, the Justice Committee, on Monday, May 6, 2002, approved and recommended to the County Board an Emergency Appropriation Ordinance to recognize the receipt and expenditure of certain federal reimbursements; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, State's Attorney's Office, Department 0020 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Crime Detection Network 0001-0020-0019-0410.0129	\$ 3,000.00	\$9,900.00	\$12,900.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, State's Attorney's Office, Department 0020, the following expenditures:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Office Supplies 0001-0020-0019-0620.0001	\$6,900.00	\$500.00	\$7,400.00
Operational Supplies 0001-0020-0019-0621.0001	\$1,500.00	\$500.00	\$2,000.00
Copy/Microfilm Expenses 0001-0020-0019-0628.0001	\$4,950.00	\$500.00	\$5,450.00
Postage 0001-0020-0019-0630.0001	\$8,920.00	\$500.00	\$9,420.00

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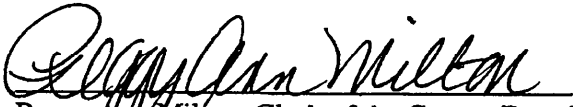
	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Telephone Service 0001-0020-0019-0795.0003	\$22,600.00	\$2,400.00	\$25,000.00
Purchase of Computer Equipment 0001-0020-0019-0833.0002	\$ 0.00	\$5,500.00	\$ 5,500.00
TOTAL:		\$9,900.00	


3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the State's Attorney.

ADOPTED by the County Board of McLean County this 21st day of May, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

EA_STATTY_CRDETECT
5/21/2002

Members Sommer/Selzer moved the County Board approve a Request for Approval of Emergency Appropriation Ordinances Amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance for General Fund 0001, State's Attorney's Office 0020 for Collaborative Solution Sub-Grant and Crime Detection Network Grant - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion except Member Renner who voted present. Motion carried.

Member Sommer, Chairman, presented the following:

CONTRACT

This Contract, entered into this 1st day of June, 2002 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Anthony Tomkiewicz, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Anthony Tomkiewicz is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,838.68 per month.

The Special Public Defender agrees to:

1. Anthony Tomkiewicz shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a minimum of seven (7) and maximum of eight (8) new felony defendants per month, except that no murder cases shall be assigned.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on June 1, 2002, and terminate on December 31, 2002.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Anthony Tomkiewicz
306 E. Poplar Street
Normal, Illinois 61761

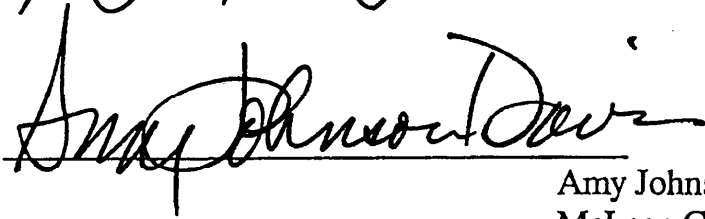
11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing 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 signature on the 28 day of May, 2002.

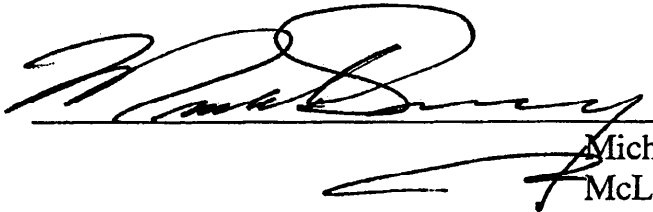
APPROVED:



Anthony Tomkiewicz
Attorney at Law

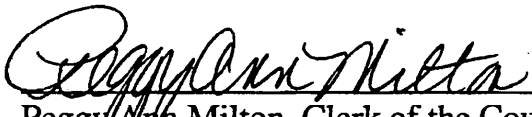


Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

Members Sommer/Owens moved the County Board approve a Request for Approval of a Contract for Special Public Defender with Anthony Tomkiewicz, Attorney at Law - Public Defender's Office. Clerk Milton shows all Members present voting in favor of the Motion except Member Renner who abstained from voting. Motion carried.

Member Sommer, Chairman, presented the following:

COMMERCE BANK COMMERCIAL CARD AGREEMENT

THIS AGREEMENT is made and entered into as of the effective date set forth below by and between Commerce Bank, N.A. (Omaha, NE.) ("Commerce") and MCLEAN COUNTY GOVERNMENT ("Customer").

1. **DEFINITIONS.** "Agreement" means this Agreement and all Addenda from time to time executed by the parties and attached hereto, and all amendments to the foregoing. "Commercial Cards" means the Visa Commercial Cards and the numbers associated with the Commercial Cards issued by Commerce to designated officers, directors, agents and employees of the Customer (collectively, the "Employee Cardholder(s)") under the Commercial Card Program (the "Program") administered by Commerce and set forth in this Agreement.
2. **COMMERCIAL CARD PROGRAM.** During the term hereof, and subject to the terms and conditions of this Agreement, Commerce agrees to provide the Customer with the Program and, to issue Commercial Cards to Employee Cardholders. A Commercial Card may be used by the Employee Cardholder to charge purchases of goods and services which are for, or incidental to, the business of the Customer (All charges made to an account that do not meet the definition of Authorized Charges will be referred to herein as "Unauthorized Charges"). In addition, Customer may elect the following: Commercial Card Online service. Commercial Card Online service will be governed by the terms of this Agreement, and by the terms and conditions contained in Addendum C.
3. **CARD ISSUANCE AND RENEWAL.**
 - a. Commerce shall issue a Commercial Card to each Employee Cardholder designated by the Customer, provided that (i) each such designated Employee Cardholder, has a business or commercial purpose for the Commercial Card, and (ii) a card issuance request has been made by a Administrator (as hereinafter defined) in the form required by Commerce.
 - b. Each Commercial Card shall be valid for the term indicated thereon, unless such Commercial Card has been properly canceled by Commerce pursuant to the provisions of this Agreement or at the request of the Customer.
 - c. Commerce acknowledges the ability of Customer to cancel any one or more Employee Cardholders (s), at Customer's discretion with proper notice to Commerce; provided Customer takes all reasonable actions necessary to retrieve Commercial Card issued to Employee Cardholder and properly destroys Commercial Card.
4. **BILLING PROCEDURES.**

Central Billed Accounts: Customer shall be liable for all charges made to each Commercial Card requested by Customer. Charges shall be set forth on a billing statement and shall be paid by the Customer as agreed in Addendum A and as set forth herein. Customer shall pay Bank for all charges (Authorized Charges and Unauthorized Charges) made to each Employee Cardholder's Commercial Card within the time period provided in Addendum A; provided, however, if the Employee Cardholder makes an Unauthorized Charge on the Commercial Card, the merchant at which such charges are made has the technology to determine such authorization parameters, Customer shall have no liability for such Unauthorized Charge. Except as provided herein, Commerce shall have no duty or obligation to inquire into the nature of any transaction charged by any Employee Cardholder (i.e. whether such transaction was for a business or personal use.)
5. **PROGRAM ADMINISTRATOR.** Upon signing this Agreement, Customer shall designate one or more of its employees (individually and collectively, the "Administrator") to assist Commerce in the administration of the Program. The Administrator shall undertake the following duties on behalf of the Customer, as well as any other reasonable duties requested by Commerce and agreed to by Customer:
 - a. The Administrator shall be familiar with all aspects of the Program, including, but not limited to procedures, number and status of Commercial Cards, employment status of Employee Cardholders, notice requirements, all disputed transactions, cardholder credit lines, statement cycles, billing and payment, general program parameters and status of delinquent charges.
 - b. The Administrator shall be responsible for notifying Commerce about changes in Authorization Codes in writing.
 - c. The Administrator shall advise Commerce of any Employee Cardholder's termination of employment, and when such termination is processed by Customer in accordance with Customer's employment procedures.

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- d. The Administrator shall take all reasonable actions necessary to retrieve Commercial Cards issued to Employee Cardholders whose employment has terminated. Such Commercial Cards shall be properly destroyed.
 - e. If Customer elects the Commercial Card On-Line service, additional terms regarding the Administrator are contained in Addendum C.
 - f. If Customer elects Smart Data Online, additional terms regarding the Representative are contained in Addendum D.
6. **FEES.** Commerce shall be paid an annual fee and/or as agreed other fees or charges for each Commercial Card as set forth in Addendum A attached hereto and incorporated herein by this reference. Fees may be subject to change from time to time by Commerce upon ninety (90) days prior written notice.
7. **LINE OF CREDIT.** Commerce will establish a maximum line of credit amount for Customer.
- a. All amounts charged to the Commercial Cards of Customer together with any fees owed to Commerce by Customer in connection with the Program, may not exceed the line of credit amount unless Commerce in its sole discretion authorizes such charges.
 - b. Commerce may, at any time in its sole discretion, modify the amount of Customer's line of credit upon thirty (30) days prior written notice to Customer; provided however, that Customer may elect to terminate this agreement by written notice to Commerce during such thirty (30) day notice period; Customer agrees that if any amounts are outstanding on the Commercial Cards which exceed the line of credit amount, Customer will immediately pay Commerce such amounts.
 - c. From time to time, Commerce will request and Customer shall produce, or allow Commerce to inspect, financial records relating to the financial condition of Customer.
8. **TERM OF AGREEMENT AND RENEWAL.** This Agreement shall remain in full force and effect for an initial term of three (3) years from the effective date set forth below, and thereafter, shall automatically renew annually for successive one (1) year terms. Either the Customer or Commerce may terminate this Agreement by giving written notice ninety (90) days prior to the end of the initial term or the end of any renewal term.

In the event Customer terminates this Agreement prior to its original expiration date, Customer will compensate Commerce \$850.00 for waiving standard program fees provided in Addendum A. These include \$500.00 for software and \$350.00 for Ultragraphic Card Design.

- a. All Commercial Cards and related accounts shall be deemed canceled effective upon termination of this Agreement or as otherwise provided herein, and all amounts outstanding under such Commercial Cards shall become due and payable in full by Customer.
 - b. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement immediately, and without notice upon the occurrence of any one or more of the following events, whereupon the obligations of Customer arising hereunder and/or under the Commercial Cards may be declared by Commerce to be immediately due and payable in full (except as otherwise prohibited by law):
 - (i) Dissolution or liquidation of the other party; or
 - (ii) Insolvency of the other party; or the institution by or against the other party of any bankruptcy or insolvency proceeding; or the appointment of a receiver or trustee for the benefit of creditors; or the other party enters into an arrangement with its creditors; or
 - (iii) Any material adverse change in the financial condition of the other party; or
 - (iv) Any default hereunder, or breach of the obligations undertaken herein, or in any other agreement by and between the parties hereto.
9. **REPORTING.** Commerce will, or through its vendors will, capture data from the transactions made with the Commercial Cards; such data is available to Customer as specified on Addendum A and Addendum C. Commerce shall have no responsibility or liability in connection with the capture, transmission, grouping, reporting, categorizing or otherwise or the omission to any of the foregoing data that Customer's vendors are transmitting at the point of sale. Commerce agrees to provide to Customer all data transmitted at the point of sale by Customer's vendors.
10. **CUSTOMER LIABILITY.** The Customer shall be solely liable for the payment of all charges incurred in the use of Commercial Cards, including, without limitation, Commercial Cards subject to Individual Billing as described in

- a. Commercial Card issued without a Customer employee name,
- b. Duplicate cards or related account numbers issued in the same Customer employee name,
- c. Willfully allowing another person to utilize the card whether for business or personal purposes,
- d. Customer Employee Cardholder willfully mishandles the Commercial Card or related account number, or
- e. Charges which benefit the Customer directly or indirectly.

The Customer shall not be liable for charges incurred in the use of Commercial Cards if such charges relate to:

- a. Charges waived as set forth in Addendum B, as amended from time to time;
- b. Commercial Card transactions after the original closure request date for a Commercial Card where the request by the Customer was made in accordance within the terms of this Agreement during normal business hours; and
- c. The use of a lost/stolen Commercial Card if the Commercial Card is reported lost or stolen via facsimile or telephone as provided in this Agreement within twenty-four (24) hours after the Customer (including the cardholder) learns of the loss or theft of the Commercial Card (if the Commercial Card is not reported within such time frame, the Customer shall be liable for all charges associated with the lost or stolen Commercial Card until the date the Customer notifies Commerce of such loss or theft).
- d. In addition, Customer agrees to indemnify and hold Commerce harmless from and against any and all liability, costs, damages, and actions arising in connection with its use of the Purchasing Card, Commercial Cards On-Line and/or Smart Data Online.

11. **ASSIGNMENT.** Neither party shall sell, assign or transfer this Agreement or any part thereof without the prior written consent of the other party; provided, however, that Commerce may assign any or all of its rights and obligations under this Agreement to its parent, any subsidiary (of Commerce or its parent), or any affiliate (of Commerce or its parent) without the consent of the Customer.

12. **NOTICES.** All notices hereunder shall be in writing and shall be deemed duly given when personally delivered or mailed, first class postage prepaid to the appropriate party at the address set forth below, or at such other address as the applicable party may indicate from time to time in writing. Notice hereunder shall be sent:

If to Commerce:
 Commerce Bank, N.A.
 Attn: Commercial Products Dept
 811 Main Street, 11th Floor
 Kansas City, MO 64105

If to Customer:
 McLean County Government
 Attn: John Zeunik
 104 W. Front Street
 Bloomington, IL 71702

Communications with Commerce concerning disputed billings shall be made by mail to Commercial Products Department, 811 Main Street, 11th Floor, Kansas City, Missouri 64105 or phone 800-892-7104.

13. **CONFIDENTIALITY.** Commerce and Customer will keep strictly confidential and will not use for any purpose whatsoever (other than as contemplated herein or for the purpose of the evaluation of this program) the entire contents of this program, including but not limited to: any of the terms of, conditions of or other facts concerning the program and any written or oral information furnished by Commerce or by Customer which is either nonpublic, confidential or proprietary in nature unless mutually agreed upon by Customer and Commerce to do so; provided, Customer understands and acknowledges that affiliates of Commerce and vendors of Commerce will assist in implementation, maintenance and providing of this Program.

14. **MISCELLANEOUS.**

- a. **Relationship:** Nothing contained in this Agreement shall be construed to create any association for brokerage, agency, joint venture, partnership or employment relationship between Commerce and Customer.
- b. **No Implied Waivers:** The rights of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.
- c. **Remedies:** In the event that either party breaches or violates any of the obligations contained in this Agreement, the other party shall be entitled to exercise any right or remedy available to it either at law or in

equity, including without limitation, immediate termination of this Agreement, damages and injunctive relief. The exercise of any right or remedy shall be cumulative.

- d. Complete Agreement; Amendments: This Agreement constitutes the complete understanding between the parties hereto with respect to the subject matter hereof and all prior oral or written communications and agreements with respect thereto are superseded. In the event of any inconsistency between this Agreement and any other agreements or documents relating to the transactions contemplated herein, this Agreement shall control. No alteration, amendment or modification of any of the terms and provision in this Agreement shall be valid unless made pursuant to an instrument in writing signed by the parties hereto.
- e. Successors and Assigns: All the terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
- f. Severability: The invalidity or unenforceability of any one or more portions, sentences, clauses or paragraphs in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.
- g. Governing Law: This Agreement shall be governed, construed, and enforced according to the laws of the State of Nebraska.

15. **INDEMNITY.** Customer agrees to defend, indemnify and hold harmless Commerce, its officers, directors, agents and employees from and against any and all claims by third parties (including, without limitation, Employee Cardholders) and all costs (including reasonable attorney's fees and costs), expenses and liabilities incurred by Commerce in connection with such claims, arising from or as a result of the establishment of the Program (including, without limitation, the issuance of Commercial Cards and/or the cancellation thereof), provided that such claims are not the result of, or connected with, the gross negligence, or willful misconduct of Commerce or the violation of any law or regulation relating to credit cards.

Commerce agrees to defend, indemnify and hold harmless the Customer, its officers, directors, agents and employees from and against any and all claims by third parties (including reasonable attorney's fees), expenses and liabilities incurred by Customer in connection with such claims, arising from or as a result of the gross negligence or willful misconduct of Commerce.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the parties hereto to be effective as of the _____ day of _____, 20_____.

Commerce Bank, N.A. (Omaha, NE.)
(Commerce)

By: _____

Title: _____

McLean County Government
(Customer)

By: 

Title: Chairman, McLean County Board

**ADDENDUM A
"PRICING AND PAYMENT SCHEDULE"
PURCHASING CARDS**

PURCHASING CARD PROGRAM:

1. **Annual fee:** No annual fee will be assessed for each card account or account number issued.
2. **Late Fee for Central Billed Accounts:** For each payment not received by the payment due date shown on the billing statement, a late fee will be charged. The late fee for the respective account will be 2.5% of the amount past due.
3. **Cash Advance Fee:** All cash advances will be assessed a cash advance fee of 3.0% of the cash advance amount with a \$3.00 minimum.
4. **Optional Items:**
 - Overnight Delivery of New Card (fast card): \$25 per occurrence
 - Federal Express Delivery of Bulk Cards: Price Quote
 - Ultragraphic Card Design: \$300 one-time fee – WAIVED for County
 - Full Customized Plastic: \$2,500 one-time and for each re-order
 - ACH Payments (emergency): \$15 per occurrence
 - Statement Reprinting \$2.00 per statement after three occurrences
5. **Other Fees:** For information, copies or other reports not specified in this Addendum, Commerce may charge Customer such fees as Customer and Commerce may agree from time to time.
6. **Acknowledgement:** Customer acknowledges that Commerce has based the above fees and charges upon the projections given it by customer regarding volume, average ticket, number of cards, monthly credit line requested, and frequency of payment. Thus Commerce reserves the right to change the fees as provided in paragraph 6 of this agreement.

PAYMENT SCHEDULE:

- Commerce will generate a billing statement monthly. All amounts owing on the Commercial Cards, including fees and charges, shall be due and payable in full twenty-five (25) days after the date of such statement. The statement will be transmitted to the Employee Cardholder or to Customer via U.S. Mail.
- Customer has the *option* to authorize Commerce to debit its Business Account Number for such payment.
- Customer has the *option* for Payment by ACH, Customer agrees to execute such documents as Commerce may require to effect such debits.

REPORTING OPTIONS:

Commercial Cards Online:

No monthly service fee will be assessed for the County.

InfoSpan Desktop Software:

- | | |
|--|---------------------------------|
| | \$500.00 one time fee/ WAIVED |
| 1. Initial In-Person Installation and Training* | NO CHARGE |
| 2. Phone installations* | NO CHARGE |
| 3. Routine Program maintenance | NO CHARGE |
| 4. Training new employees via telephone* | NO CHARGE |
| 5. Software upgrades | NO CHARGE |
| 6. Additional In-person Training* | \$250.00 per day, plus expenses |
| 7. *Appropriate advance notice is required for training. | |

Commerce Bank File Feed (faxed or emailed)

Generated on a recurring schedule \$25 per occurrence

TBR Paper Reporting

Up to 5 individual reports monthly by US Mail \$10 per month
Each additional report requested \$202 \$0.50 per month (in addition)

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ADDENDUM B
"WAIVER OF LIABILITY"

Pursuant to the provisions of this Addendum, Customer may require Commerce to waive the Customer's liability for certain Commercial Card charges in accordance with the terms and conditions of this Addendum. Commerce agrees to waive the Customer's liability for Waivable Charges up to \$15,000 per Employee Cardholder for claims in excess of \$250 provided the Customer has satisfied its obligations as described in this Addendum.

1. **DEFINITIONS.** Except as otherwise defined herein, terms used herein shall have the meanings given to them in the Agreement.
- a. "Waiver Claim Form" shall mean the written confirmation of Customer, in form and substance as provided by Commerce, and which relates to the Waivable Charges of an Employee Cardholder.
 - b. "Billed" or "Unbilled" with respect to any Charge shall be based upon the date of the Commerce's billing statement.
 - c. "Charges" shall mean all amounts charged to a Commercial Card account.
 - d. "Termination" of an Employee Cardholder's employment shall mean the date the Employee Cardholder gives or receives oral or written notice of termination of employment, or the date the Employee Cardholder leaves the Customer's service, whichever is earlier.
 - e. "Waivable Charges" shall mean:
 - (i) Charges which do not benefit the Customer directly or indirectly, and
 - (ii) Charges billed within seventy-five (75) days preceding the Waiver Date, or
 - (x) Charges incurred, but Unbilled, as of the Waiver Date, or
 - (y) Charges incurred within fourteen (14) days after (i) the date on which Commerce received a request to cancel the Commercial Card, or (ii) the Waiver Date, whichever is earlier.

The following shall not constitute, in whole or in part, "Waivable Charges":

- (i) Interest or other fees imposed by Commerce on outstanding unpaid Charges, which were incurred prior to Commerce's receipt of a Waiver Request from Customer.
 - (ii) Charges incurred to purchase goods or services for the Customer or for persons other than the Employee Cardholder pursuant to the instructions of the Customer, or acquiescence thereto by the Customer, if those goods or services are of the type which are regularly used by or for the Customer.
 - (iii) Charges incurred by an Employee Cardholder during the period of time which begins on the date of Termination of Employee Cardholder's employment and ends (i) on the date that Commerce receives a request from the Customer to cancel the Employee Cardholder's Commercial Card, or (ii) on the Waiver Date, whichever is earlier.
 - (iv) Charges resulting from either a lost or stolen Commercial Card, or the bankruptcy/insolvency of the Customer.
 - (v) Otherwise Waivable Charges in excess of \$15,000 for each Commercial Card.
 - (vi) Charges made by someone who is not an employee of the Customer or Charges made by partners, owners, officers, directors or principal shareholders owning more than 5% of Customer's outstanding shares or Charges resulting from a lost or stolen Commercial Card.
- f. "Waiver Date" shall mean the date on which Commerce receives a Waiver Request from the Customer.
- g. "Waiver Request" shall mean the written request from Customer in accordance with Article II, Section 3 of this Addendum.
2. **OBLIGATIONS OF THE CUSTOMER.** The Customer may require Commerce to waive the Customer's liability for Waivable Charges only if all of the following conditions are satisfied:
- a. Termination of the applicable Employee Cardholder's employment has occurred.
 - b. Notification of such employee termination has been provided Commerce within two (2) business days of termination date.
 - c. The Customer has five (5) or more Commercial Cards in good standing on or after establishing the Program with Commerce, and at the time of the Waiver Request.
 - d. The Customer delivers a "Waiver Request" to Commerce, either by mail addressed to P.O. Box 13607, Kansas City, MO 64199-3607, or by facsimile to (816) 234-2977, Attention: Commercial Products Department. The Waiver Request must be in writing and contain or otherwise state:

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- (i) that the Customer requests the Charges be classified as Waivable Charges;
 - (ii) the applicable Employee Cardholder's name, Commercial Card number and last known business and home address;
 - (iii) that the Employee Cardholder's employment has been terminated and the Termination date; and
 - (iv) whether the Commercial Card was retrieved by the Customer from the Employee Cardholder.
 - e. The Customer delivered to the Employee Cardholder, or sent by first class mail, a written notice stating that (i) the Employee Cardholder's Commercial Card has been canceled, (ii) that the Employee Cardholder must immediately discontinue any and all use of the Commercial Card, and (iii) that the Employee Cardholder must immediately return the Commercial Card to the Customer.
 - f. The Customer has used (and will continue to use) its best efforts to retrieve the Commercial Card from the Employee Cardholder and properly destroys it.
 - g. An officer, partner or other authorized official of the Customer has completed a Waiver Claim Form, has had it notarized and has returned it to Commerce within sixty (60) days of the date on which it was sent by Commerce to the Customer.
 - h. If the Customer receives any amounts for Waived Charges from any source after the Customer has sent a Waiver Request, the Customer shall immediately remit all such amounts to Commerce. However, the Customer will not be required to pay Commerce any amount that exceeds the actual amount owing to Commerce by the applicable Employee Cardholder(s).
 - i. The Customer will not designate any person to receive a Commercial Card if that person's account under this Agreement has been previously submitted to Visa for reimbursement at any time by Commerce; Commerce will not waive the liability of the Customer for any Charges thereafter incurred by that Employee Cardholder.
3. WAIVER OF CHARGES. Upon receipt of the completed Claim Form of Waived Charges and verification that the Charges are Waivable Charges, Commerce will waive the Customer's liability with respect thereto.
4. MISCELLANEOUS PROVISIONS.
- a. Commerce reserves the right to terminate this Addendum upon thirty (30) days advance written notice to Customer, in the event Visa terminates, modifies or amends the Visa Commercial Card Waiver of Liability enhancement it offers to its member institutions. In addition, this Addendum may be terminated by Commerce at any time, upon thirty (30) days prior written notice to Customer. Any such termination will not affect the rights of the Customer with respect to Waivable Charges incurred by its Employee Cardholders prior to the effective date of termination.
 - b. Except as expressly stated in this Addendum, any other agreement governing the Program shall remain in full force and effect.

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ADDENDUM C
Election of "Commercial Cards Online"

By signing below, Customer elects Commercial Cards Online (the "Service"). The Service is an Internet based customer service offering that enables Customers to inquire about accounts and transaction information, submit account change requests and download information about credit card accounts, among other capabilities. The terms and conditions of the Agreement, including, without limitation, the provisions regarding Indemnification and Liability, govern the use of this Service. Customer understands and accepts the risks inherent in the use of the Internet for this Service, including the potential for the risk of loss. Except as may otherwise be provided in the Agreement, Commerce is not responsible for any loss associated with the Customer's use of the Service. By electing this Service, Customer agrees to pay the fees associated with the Service as listed in Addendum A. In addition, customer agrees to use the Service only as provided in the TSYS eBusiness Credit Care User Guide, or the User Guide relating to the Service in effect from time to time (the "User Guide").

Customer is responsible for using the Service within the parameters outlined in the User Guide. Use of the Service will require a user name and password. Customer acknowledges that Commerce is entitled to rely on the use of the user name and password as authorization for any transaction initiated using the Service. Customer is responsible for all transactions initiated or authorized using the Service. The Password Customer selects is for its use and protection. Customer agrees to: (a) not disclose the Password or otherwise make it available to anyone else; (b) use the Password as instructed in the User Guide; (c) be liable for the Password and for its use as described in the Agreement and/or the User Guide.

If Customer permits any person other than the Administrator to make use of the Service to perform any duty or responsibility (as provided in the Agreement or in the User Guide) of the Administrator, Customer will have authorized that person to act as a Administrator and authorized access to accounts as allowed a Administrator. Customer is responsible for all transactions initiated or authorized by that additional or new Administrator using the Service. In addition, Customer must execute and deliver proper documentation authorizing this additional or new Administrator to act for and on behalf of Company, and Company must provide such other documentation as may be requested by Commerce.

Commerce Bank, N.A. (Omaha, NE.)
(Commerce)

By: _____

Title: _____

McLean County
(Customer)

By: 

Title: Chairman, McLean County Board

Members Sommer/Kinzinger moved the County Board approve a Request for Approval of a Commercial Credit Card Agreement with Commerce Bank - Sheriff's Department. Member Hoselton asked how many cards will be issued. Member Sommer replied there will be four, two to the Sheriff's Department and two others. Member Sommer stated this is a pilot program. Member Segobiano asked if when they call this a pilot program could this program be extended to other departments. Mr. Zeunik stated when it was initially requested by the Justice Committee, they asked if the Sheriff, the County Auditor, and Mr. Zeunik would meet to review the program. In discussions with the County Sheriff and Auditor it was agreed that they would limit this to a six-month trial, for a couple of reasons; one, to limit the activity on the card which is very restrictive and so the Auditor can review the billing process to make sure there is a proper audit trail. He continued, with this proposal there is the ability for the County Auditor, through a software program, to actually look at activity on a real time basis through Commerce Bank. A very favorable termination clause was negotiated in the event that this card doesn't work out. Mr. Zeunik said he will present a report back as to whether or not they feel this is something that can be extended to other County Offices and Departments who might have a need similar to what the Sheriff has expressed. Member Segobiano stated for clarification that if it is successful then it can be extended to other offices. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

Commerce Bank

Corporate Resolution To Obtain Credit Card Account

The undersigned, Michael F. Sweeney the Chairman of The Board, McLean County, Illinois (hereinafter "the County"), does hereby certify that the following resolutions were duly and regularly passed and adopted by the County Board, at a meeting duly called, on the 21st day of May, 2002, and such resolutions are still in full force and effect and have not been amended or revoked.

"RESOLVED, that any one of the following:

McLean County Sheriff's Department

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

"FURTHER RESOLVED, that any one of the foregoing named officials of the County may from time to time request Commerce to issue bank cards to any person in connection with any of the Accounts."

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

The undersigned further certifies that the specimen signatures appearing below are the signatures of the officials authorized to sign for the County by authority of these resolutions.

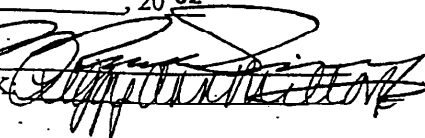
SPECIMEN SIGNATURES:

NAME (typed)	TITLE (typed)	Signature
Dave Owens	Sheriff	
Derrick Love	Chief Deputy Sheriff	

IN WITNESS WHEREOF, I have hereunto set my hand as McLean County Board Chairman and affixed the seal of the County this 21st day of May, 2002

(SEAL)

CHAIRMAN:
COUNTY CLERK:



Members Sommer/Renner moved the County Board approve a Request for Approval of a Resolution to Obtain Credit Card Account - Sheriff's Department. Clerk Milton shows all Member's present voting in favor of the Motion. Motion carried. Member Sommer stated Item F-1-f was withdrawn from the agenda.

Member Sommer, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
REQUESTING THAT THE EMERGENCY TELEPHONE SYSTEMS BOARD
TAKE IMMEDIATE ACTION
TO PROVIDE LAW ENFORCEMENT AGENCIES IN McLEAN COUNTY
WITH A PUBLIC SAFETY RADIO COMMUNICATION SYSTEM
THAT EXCEEDS THE MINIMUM STANDARDS

WHEREAS, the McLean County Sheriff has requested that the Justice Committee and the McLean County Board approve his request to advertise for bid and authorize the purchase of a 400 MHz radio communications system for use by the Sheriff's Department deputies; and,

WHEREAS, the McLean County Sheriff has advised the Justice Committee and the McLean County Board that the present 800 MHz simulcast radio communication system does not provide the Sheriff's Department deputies with the quality and reliability of radio communication required for a first response, law enforcement agency; and,

WHEREAS, the McLean County Sheriff has advised the Justice Committee and the McLean County Board that the ongoing problems with the quality and reliability of the 800 MHz radio communication system place the Sheriff's Department deputies at risk when performing their statutory duties; and,

WHEREAS, the Emergency Telephone Systems Board (the "ETSB") recommended the purchase of a Countywide 800 MHz simulcast radio communication system for use by law enforcement and public safety agencies in McLean County; and,

WHEREAS, the ETSB retained the services of a professional engineer to prepare the bid specifications and engineering design requirements for the purchase of a Countywide 800 MHz simulcast radio communications system; and,

WHEREAS, even after the radio communication system vendors informed the ETSB that the bid specifications and engineering design requirements were inadequate to provide a reliable Countywide 800 MHz simulcast radio communication system, the ETSB proceeded to request that bids be prepared based on the inadequate specifications and engineering design; and,

WHEREAS, as a result of continuing problems with the quality and reliability of the 800 MHz simulcast radio communication system, four separate and independent studies of the Countywide 800 MHz simulcast radio communication system have been completed; and,

(2)

WHEREAS, the four separate studies have determined that the present system as designed does not meet the minimum requirements and standards for a first response, law enforcement radio communications system; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, May 6, 2002, expressed its displeasure with ETSB's failure to take immediate action to provide law enforcement agencies in McLean County with a radio communications system that exceeds the minimum standards for a public safety radio communication system; and,

WHEREAS, the Justice Committee recommends that the ETSB take immediate action to: 1) correct the deficiencies identified in the Countywide 800 MHz simulcast radio communications systems so that this system exceeds the minimum standards for a public safety radio communication system; 2) abandon the present Countywide 800 MHz simulcast radio communications system and purchase a reliable public safety radio communications system that exceeds the minimum standards and meets the needs of the County's law enforcement agencies; or 3) reimburse the local law enforcement agencies for the additional expense incurred in purchasing a 400 MHz radio communications system; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) The McLean County Board acknowledges that four separate and independent studies of the Countywide 800 MHz simulcast radio communication system have determined that the present system as designed does not meet the minimum requirements and standards for a first response, law enforcement radio communications system.
- (2) The McLean County Board expresses its displeasure with ETSB's failure to take immediate action to provide law enforcement agencies in McLean County with a radio communications system that exceeds the minimum standards for a public safety radio communication system.
- (3) The McLean County Board recommends that the ETSB take immediate action to: 1) correct the deficiencies identified in the Countywide 800 MHz simulcast radio communications systems so that this system exceeds the minimum standards for a public safety radio communication system; 2) abandon the present Countywide 800 MHz simulcast radio communications system and purchase a reliable public safety radio communications system that exceeds the minimum standards and meets the needs of the County's law enforcement agencies; or 3) reimburse the local law enforcement agencies for the additional expense incurred in purchasing a 400 MHz radio communications system.

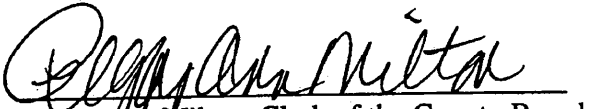
(3)

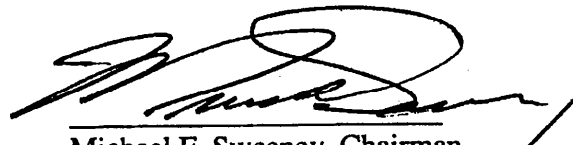
- (4) The McLean County Board directs the County Clerk to forward a certified copy of this Resolution to the Chairman of the Emergency Telephone Systems Board, the Chairman of the MetCom Operations Board, the McLean County Sheriff, the County Administrator, and the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 21st day of May, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sommer/Renner moved the County Board approve a Request for Approval of a Resolution Requesting that Emergency Telephone Systems Board Take Immediate Action to Provide Law Enforcement Agencies in McLean County with Public Safety Radio Communication System That Exceeds the Minimum Standards. Member Selzer stated, in the last paragraph, in regards to who the Resolution will be forwarded to he would like to see this forwarded to the MetCom Board also. He continued we have a problem with our police officers on the street and the dispatchers are equally as frustrated when they are trying to answer back and can't communicate. Members Sommer and Renner had no problem with the Amendment. Member Hoselton stated in regards to the 800 MHz, the company made a recommendation that additional antennas should be placed around the County. He said he didn't know who made the error in the antennas but thinks there are only three in the County. Chairman Sweeney stated it was his understanding that the original design was for eight or nine towers and the Committee made a decision to only have three. Member Segobiano asked when is enough enough? He quoted Sheriff Owens when he said it's not a simple issue to deal with and then he went on to say that it will take a lot of money to fix this and he thinks a concern is the safety of the officers on the streets of McLean County. He said, at some point in time the Board needs to address the action of both boards, MetCom and the ETSB, that have spent a lot of money. He then said they need to take a look at the personnel that have from the inception of this idea made those decisions that have cost the taxpayers of McLean County a tremendous amount of money and they need to be sure that the expenditure of future dollars is going to protect our officers. He suggested they have a spreadsheet in front of them that details recommendations and how much money was spent.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik presented the following:

Summary of ROT, State Income and PPRT Revenue

2002 Retailers Occup Tax Revenue			
	January-02	February-02	% Change
Sales	341,839.44	353,762.76	8.55%
Rev Sales	67,920.13	64,205.44	28.33%
Local Use	18,256.27	15,369.79	-1.72%
Photo	3,830.24	3,922.32	13.93%
Total	431,046.08	437,260.31	10.70%

2001 Retailers Occup Tax Revenue			
	January-01	February-01	% Change
Sales	339,865.37	325,897.04	
Rev Sales	50,209.82	50,032.81	
Local Use	19,047.42	15,638.16	
Photo	3,409.56	3,442.77	
Total	412,531.97	395,010.78	

2002 State Income Tax Revenue			
	January-02	February-02	% Change
Income Tax	115,439.60	142,680.24	-4.48%

2001 State Income Tax Revenue			
	January-01	February-01	% Change
Income Tax	108,440.13	149,374.51	

2002 Retailers Occup Tax Revenue			
	March-02	April-02	% Change
Budgeted Amount	\$ 5,125,501.00		
Note: The Population base in 2002 is 20,294.			
March-02	428,023.44	291,200.43	-4.62%
April-02	68,869.88	36,843.52	29.62%
YTD Total	1,414,826.11	239,239.85	16.37%
% Change	-0.19%	28.11%	
YTD Total	1,414,826.11	71,479.64	-13.45%
% Change	16.37%	-8.26%	
YTD Total	13,859.26	3,147.46	3.38%
% Change	8.92%		
YTD Total	1,739,204.87	347,485.85	3.40%
% Change	33.93%		

2001 Retailers Occup Tax Revenue			
	March-01	April-01	% Change
Budgeted Amount	\$5,430,990.00		
Note: The population base in 2001 was 17,892.			
March-01	448,756.17	291,757.43	
April-01	53,130.28	33,378.33	
YTD Total	25,056.30	16,515.22	
% Change	2,827.06	3,044.67	
YTD Total	529,769.81	344,695.65	
% Change	1,682,008.21		

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2002 PPRT Revenue								
PPRT	January-02	138,802.41	% Change	February-02	% Change	March-02	% Change	Budgeted Amount
			-12.54%	n/a	n/a	53,394.77	-34.25%	\$ 1,124,207.00
								April-02
								211,228.47
								YTD Total
								403,425.18
								YTD % Change % of Budget
								0.03%
								-10.56%
								35.89%

2001 PPRT Revenue								
PPRT	January-01	158,703.63		February-01	n/a	March-01	81,204.66	Budgeted Amount
								April-01
								211,168.75
								YTD Total
								451,077.04

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FINANCIAL SYSTEM
FOR PERIOD ENDING: 4/30/02 (338 OF FISCAL YEAR)
STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

0001 GENERAL FUND	REVENUE	2001		2002		PERCENT
		BUDGETED	YEAR TO DATE	BUDGETED	YEAR TO DATE	
0001 0001 COUNTY BOARD						
0407 0001 GENERAL PROPERTY TAX	5,637,160	478,27	7,452,44	5,945,737		13
0407 0002 STATE OCCUPATION TAX	5,330,990	1,682,998,21	1,721,761,75	5,125,561		33
0407 0006 STATE INCOME TAX FEES	1,120,700	354,699,60	347,882,31	1,425,500		24
0407 0010 INHERITANCE TAX FEES	985,120	18,761,49	24,048,94	1,100,900		24
0407 0050 SPECIAL SHOWBUS GRANT	100,000	374,619,82	370,102,69	1,031,368		35
0410 0035 UNCLASSIFIED REVENUE	1,000			100,880		0
0410 0051 RAFFLE LICENSE	3,500	89,71	79,85	1,000		7
0410 0087 LIQUOR LICENSURE	1,000	805,00	650,00	2,500		26
0410 0114 MANAGEMENT VIOLATION FIN	1,000			500		0
0420 0001 OFF-TRACK BETTING COMM.	205,718	109,00	216,50	210,369		10
0420 0001 SENIOR SERV. CENTER RENT	80,000	16,752,41	25,013,48	76,000		32
0420 0002 HEALTH DEPARTMENT RENT						0
0420 0003 MORGANES BUILDING RENT						0
0420 0006 FAIRVIEW WATER SLIDE RENT	3,000			3,000		0
0450 0009 VETERANS ASST. COMM. RENT						0
0450 0011 SALE OF ASSETS						0
0450 0011 TRANSFER FROM OTHER FUND	155,500		50,00	159,404		0
0450 0011 ** TOTAL **	14,648,688	2,448,323,51	2,497,257,96	14,180,877		17
0007 COUNTY TREASURER						
0410 0002 ANIMAL REGISTRATION FEES						0
0410 0035 UNCLASSIFIED REVENUE	3,000	172,28	189,49	2,000		9
0415 0001 INTEREST ON INVESTMENTS	10,000	323,51	37,633,26	7,500		537
0415 0002 INTEREST ON MORGANES BLD	3,500			3,500		49
0415 0003 COSTS/INT-DELIQUENT TA	375,000	1,540,28	1,722,52	375,000		0
0415 0100 INTEREST ON HOME V. MKT						0
0415 0105 INTEREST ON ILLINOIS FND	18,000	12,819,40	11,946,09	30,000		39
0415 0200 INTEREST ON SWEEP ACCOUN	95,000	68,739,11	2,755,53	70,000		3
0415 0350 INTEREST ON MERRILL LYNC	30,000	96,806	239,10	6,000		3
0415 0400 INTEREST ON TRUST ACOUN						0
0415 0500 INTEREST ON CERT. OF DEP	235,500	66,476,04	22,849,96	120,000		19
0415 0500 INTEREST FROM OTHER FUND						0
0415 0500 ** TOTAL **	770,000	151,934,68	77,336,65	613,500		12
0005 COUNTY CLERK/SPECIAL SERVICES						
0410 0011 REIMB./SPECIAL SERVICES	13,000			17,500		0
0410 0008 COPY FEES	60			60		0
0410 0025 LIQUOR LICENSES	14,175	15,25	22,00	14,175		36
0410 0083 MARRIAGE LICENSES	15,500			15,500		26
0410 0115 AUTOMATIC INVESTMENT FEE		2,610,00	4,035,00			0
0410 0530 ECONOMIC INVESTMENT FEE						0
0410 0530 MARRIAGE CERTIFICATES	9,000	2,907,00	3,099,00	1,200		20
0410 0530 BIRTH CERTIFICATES	38,500	9,277,00	11,255,00	38,500		32
0410 0530 DEATH CERTIFICATE	5,000	1,164,00	2,265,00	5,000		29
0410 0530 NOTARY REGISTRATION	2,500	486,00	660,00	2,250		28
0410 0530 ASSUMED NAME FEES	1,380	391,50	303,00	1,380		20
0410 0530 REDEMPTION FEES	2,700	1,026,00	302,00	3,000		21
0410 0530 TAKE NOTICE FEES	7,300	10,887,24	9,381,82	10,250		57
0410 0530 OTHER INCOME	400	1,277,00	735,00	400		18
0410 0530 SEARCH FEES	1,000		296,00	950		31

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2001	2002	2001	2002	2001	2002	2001	2002
BUDGETED	BUDGETED	YEAR TO DATE	BUDGETED	YEAR TO DATE	BUDGETED	YEAR TO DATE	PERCENT
0005 COUNTY CLERK	7,700	2,250.31	7,700	1,897.25		24.64	
0415 0001 INTEREST ON INVESTMENTS	118,215	32,521.50	130,365	50,275.90		38.57	
0006 COUNTY RECORDER							
0410 0008 COPY FEES	18,000	11,614.50	18,000	14,665.05		81.47	
0410 0020 RECORDING FEES	500,000	158,489.55	500,000	224,645.75		50.53	
0410 0032 SALE OF REVENUE STAMPS	300,000	76,242.50	300,000	140,226.00		36.74	
0410 0128 MICROFILM ROLL SALES	3,000	440.00	3,000	3,135.00		62.70	
0415 0001 INTEREST ON INVESTMENTS	1,000		1,000				
0450 0011 TRANSFER FROM OTHER FUND							
** TOTAL **	824,000	246,786.55	824,000	6,435.00			
0008 MERIT BOARD							
0410 0091 TESTING FEES	1,000	180.00	1,000	387,106.80		46.98	
0410 0175 APPLICATION FEES	1,000	180.00	1,000				
** TOTAL **	1,000	180.00	1,000				
0015 CIRCUIT CLERK							
0410 0002 TRAFFIC/CRIMINAL FEES	615,470	195,227.00	615,000	172,535.41		28.05	
0410 0012 COUNTY FINES	856,600	268,487.62	887,500	270,621.28		30.49	
0410 0031 CIVIL FEES	242,500	54,674.95	235,000	56,056.70		23.85	
0410 0030 REIMB./SPECIAL PRISONERS	33,830	3,653.40	20,000	4,685.00		23.43	
0410 0052 COURT SYSTEM FEES	266,595	86,793.45	262,500	74,224.67		38.28	
0410 0054 TRAFFIC/CRIM. CONV. SURCHG.	5,250	2,052.30	6,000	1,823.57		30.39	
0410 0067 TRAUMA FEE ADMINISTRATION	2,715	1,083.85	3,000	1,957.49		31.92	
0410 0091 TESTING FEES							
0410 0103 SPINAL CORD INJ ADMIN FE				6.63			
0410 0163 DOMESTIC VIOLENCE FEES							
0410 0182 SEXUAL ASSAULT FINES							
0415 0183 DNA ANALYSIS FINE							
0450 0001 INTEREST ON INVESTMENTS	47,000	9,988.25	46,000	8,821.67		19.18	
0450 0011 TRANSFER FROM OTHER FUND	13,246		51,626				
** TOTAL **	2,083,200	623,161.91	2,126,626	589,732.42		27.73	
0016 CIRCUIT COURT							
0407 0138 GAL REIMBURSEMENT							
0410 0020 REIMB./SPECIAL PRISONERS							
0410 0035 UNCLASSIFIED REVENUE							
0410 0039 REIMB FROM OTR GOV UNIT	11,576	11,572.00	11,865	4,047.78		34.12	
0410 0091 TESTING FEES		48.50		48.50			
** TOTAL **	11,576	11,620.50	11,865	4,096.28		34.52	
0020 STATE'S ATTORNEY							
0407 0023 DRUG/VIOLENT CRIME DEFFEN							
0407 0003 STATE'S ATTY SALARY REIM	107,976	35,992.04	112,760	37,420.00		33.13	
0407 0004 ASST ST ATTY SALARY REIM	28,000	8,166.62	28,000	9,333.28		33.33	
0407 0012 APPEL. PROSEC. TR SAL. REIM	52,530	8,755.00	52,530	8,755.00		16.67	
0407 0014 REIMB./COMPUTER EQUIPMEN							
0407 0041 VICTIM WITNESS GRANT	24,000	6,000.00	24,000	6,000.00		25.00	

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0001 GENERAL FUND		2001		2002		PERCENT	
REVENUE	BUDGETED	YEAR TO DATE	BUDGETED	YEAR TO DATE	BUDGETED	YEAR TO DATE	PERCENT
0020 STATE'S ATTORNEY							
0407 0076 COMP. ALCOHOL SAFETY GRANT							
0407 0078 ADULT TRAINING GRANT							
0407 0048 VIOLENT CRIME VICTIM ASS							
0407 0090 ILL. JUSTICE AUTH. GRANT							
0410 0037 STATE'S ATTORNEY FEES	38,000		55,399				.00
0410 0035 UNCLASSIFIED REVENUE	71,650		71,650				.00
0410 0094 DUI CERTIFYING SURCHARGE	70,000	21,335.50	70,000	22,110.82			31.50
0410 0129 CRIME DET NETWORK GRANT	3,000		3,000				.00
0450 0011 TRANSFER FROM OTHER FUND	80,000		80,000	9,900.00			330.00
** TOTAL **	475,156	80,249.16	496,839	93,519.10			18.82
0021 PUBLIC DEFENDER							
0404 0025 DRUG/VIOLENT CRIME DEFEN							
0410 0008 COPY FEES	75		75				.00
0410 0040 PUBLIC DEFENDER FEES	30,000		110,000	24,852.48			22.59
0450 0011 TRANSFER FROM OTHER FUND			46,000				.00
** TOTAL **	30,075		150,075	24,852.48			16.56
0022 COURT SERVICES							
0404 0029 CIV. SERV. PROJECT OZ GRANT							
0407 0005 PROB. OFFICERS' SAL. REIMB	1,480,045	578,722.70	1,650,353	607,387.56			36.00
0407 0007 CARE DEPEND. CHILD REIMB	9,000		9,000				.00
0407 0014 MEAL REIMBURSEMENT/TRAVEL							
0407 0066 JJC GRANT ST-ILL	23,500	5,298.03	23,500	8,601.06			36.60
0407 4030 ILL. DEPT. PUBLIC AID	157,100	26,534.26	157,000	13,168.04			8.39
0410 0035 REIMB./SPECIAL PRISONERS	163,632	1,205.60	163,632	68,265.00			41.75
0410 0091 UNCLASSIFIED REVENUE				50.00			.00
0410 0093 TESTING FEES							
0410 0111 ADOPTION INVESTIGATIONS	500		500				.00
0450 0006 CONT RIB. FAMILY DEP. CHIL	54,000	11,297.35	45,000	3,758.40			8.35
0450 0011 PBC REIMBURSEMENTS	66,040		71,844				.00
** TOTAL **	1,953,817	665,247.34	2,101,372	701,230.06			33.37
0029 SHERIFF							
0407 0005 PROB. OFFICERS' SAL. REIM							
0407 0074 COMP. ALCOHOL SAFETY GRANT							
0407 0045 SCHOOLING/TRAINING REIMB							
0407 0067 SSA BEN. INCARC. PRSNRS							
0407 0069 JUSTICE BENEFITS INC							
0407 0076 ST-ILL-MEDICAL EQUIP							
0407 0090 ST-ILL-NEVILLE HOUSE							
0410 0060 CIVIL FEES	90,823	27,002.70	83,000	19,715.10			21.52
0410 0008 COPY FEES	1,267	473.25	1,520	417.50			27.77
0410 0011 COUNTY CASE FEES	109,120	36,328.17	106,162	39,008.58			36.74
0410 0014 MEAL REIMBURSEMENTS							
0410 0020 FOREIGN BUSINESS FEES	41,420	13,468.70	39,000	11,252.75			28.20
0410 0030 REIMB./SPECIAL PRISONERS	81,279	12,797.00	71,000	11,658.19			16.42

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FOR PERIOD ENDING: 4/30/02 (33RD OF FISCAL YEAR)
STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

0001 GENERAL FUND	2001 BUDGETED	2001 YEAR-TO-DATE	2002 BUDGETED	2002 YEAR-TO-DATE	2002 PERCENT
0029 SHERIFF					
0410 0035 UNCLASSIFIED REVENUE	1,902	433.06	1,200	233.06	19.26
0410 0037 REIMB. FOR SERVICES	59,845	26,610.07	86,243	33,118.31	41.27
0410 0038 SCHOOL/TRAINING REIMB.					
0410 0100 TELEPHONE COMMISSION	167,903	55,661.82	162,000	48,207.99	29.76
0410 0127 REIMBURSE/COMMISSARY	6,300		6,300		
0410 0142 HYGIENE REIMBURSEMENT	1,700	571.44	1,700	666.31	39.19
0410 2900 SHERIFF BOND FEES	100,000	31,210.26	100,000	27,005.68	27.01
0415 0001 INTEREST ON INVESTMENTS	125			45.15	.00
0450 0001 SALE OF ASSETS					.00
0450 0011 TRANSFER FROM OTHER FUND					.00
** TOTAL **	661,642	216,976.47	653,025	192,326.82	29.45
0031 CORONER					
0410 0008 COPY FEES	6,000	1,439.00	6,000	1,911.00	31.85
0410 0035 UNCLASSIFIED REVENUE					
0410 0037 REIMB. FOR SERVICES	1,200		500	154.62	30.92
0410 0126 MORGUE FEES	24,000	7,848.00	7,300	6,380.00	87.40
** TOTAL **	31,200	9,287.00	13,800	8,445.62	61.20
0032 RESCUE SQUAD					
0450 0011 TRANSFER FROM OTHER FUND					.00
** TOTAL **					.00
0038 BUILDING & ZONING					
0410 0008 COPY FEES	100	60.55	100	17.50	17.50
0410 0016 FILING FEES/SURDIV. PLAT	6,000	360.00	6,000	780.00	13.00
0410 0017 FILING FEES/ZONING CASES	2,500	4,827.00	2,500	5,125.00	205.93
0410 0027 PERMIT FEES	45,000	7,870.50	45,000	12,576.74	27.93
0410 0031 SALE OF MAPS, ORDNS, RESO	350		350	57.00	16.29
0410 0035 UNCLASSIFIED REVENUE					.00
0410 0130 REIMB. TRANS. PLANNING					.00
** TOTAL **	77,950	13,215.05	77,950	18,406.24	23.61
0040 PARKS & RECREATION					
0410 0004 BEACH RECEIPTS	23,000		23,000		.00
0410 0005 BEACH RECEIPTS	105,350	10,046.27	110,000	14,889.80	13.54
0410 0013 DONATIONS	100		100	379.14	379.14
0410 0018 FISH CONGRESSION REVENUE	11,500		11,500	92.50	.80
0410 0026 PARKING FINES					.00
0410 0035 UNCLASSIFIED REVENUE					.00
0410 0038 SCHOOL/TRAINING REIMB.	20,500	1,035.00	16,500		.00
0410 0049 BOAT CONGRESSION REVENUE	4,300	1,033.00	4,500		.00
0410 0050 SPECIAL ACTIVITY REVENUE	35,000	2,040.50	38,000	1,597.75	35.51
0410 0060 BOAT REGISTRATION REVENUE	3,300	640.00	3,300	10,427.00	27.44
0410 0062 PICNIC SHELTER RESERVAT'	2,000		2,000	715.00	21.67
0410 0158 PARK ADMINISTRATION CHARGES	150		150	775.00	12.92
0450 0011 TRANSFER FROM OTHER FUND		27.00	300	3.00	.10
** TOTAL **	205,250	5,532.73	213,250	28,879.19	13.54

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DATE 5/07/02
TIME 15:53:23

FINANCIAL SYSTEM
FOR PERIOD ENDING: 4/30/02
STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

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0001	GENERAL FUND	2001	2002	2002	PERCENT
REVENUE		BUDGETED	BUDGETED	YEAR-TO-DATE	
0040	PARKS & RECREATION				
0041	FACILITIES MANAGEMENT				
0407 0065	ELC RECYCLING GRANT				.00
0407 0082	STILL-A-D-A PROJECT				.00
0407 0080	ETA REIMBURSEMENT				.00
0407 0139	UNCLASSIFIED REVENUE				.00
0410 0035	MORTGAGE FEES	7,480	85,000		
0410 0126	WEST LOT PARKING FEES	51,780	2,700	850.00	31.48
0420 0007	BOARD OF ELECTION RENT		51,760	19,045.50	36.80
0420 0007	HEALTH DEPARTMENT RENT	36,000	10,000	2,000.00	25.00
0420 0010	HISTORICAL SOCIETY RENT	10,000		4,166.69	41.67
0420 0012	RENT-NATIONAL CITY				.00
0420 0012	RENT-GESSELL LAW FIRM				.00
0420 0017	RENT-SCHULST LAW FIRM	14,860	14,000	4,966.64	33.33
0420 0017	RENT-PRATT LAW FIRM				.00
0420 0018	RENT-INST COLLABOR.SOL.	9,255	9,521	3,085.12	32.40
0420 0019	RENT-CITY BLDGN ASSESSOR	18,480	20,590	6,863.20	33.33
0420 0019	RENT-MCLEBB USA	5,428	5,262		.00
0420 0019	RENT-CITY COMMUNICATIONS	2,640	2,904	726.00	25.00
0420 0021	RENT-EARLY INTERVENTION	13,111	13,513	4,683.56	34.66
0420 0021	RENT-STATE 3-ATTORNEY	33,037	33,875		.00
0420 0005	BLM TOWNSHIP ASMT REIMB		2,700		.00
0430 0009	PBC REIMBURSEMENT		1,875,167	403,105.54	23.72
0430 0010	CAC REIMBURSE	1,639,726	28,085	2,707.83	9.64
0450 0011	TRANSFER FROM OTHER FUND				.00
0450 0012	SR-SERVICE/FAIRVIEW REIM	8,595			.00
0450 0012	HEALTH DEPT/FAIRVIEW REIM				.00
0450 0012	TR DEPT/FAIRVIEW REIMB.				.00
0450 0022	ROE/FAIRVIEW REIMBURSE	46,536	292,982	63,514.06	21.68
0450 0027	UTILITIES REIMBURSEMENT	27,360	92,147	19,773.80	21.46
0450 0028	REIMB-CUSTODIAL/UTILITIE	100,623			.00
0450 0035	CITY RENT		17,5734	56,400.00	32.09
	** TOTAL **	2,274,891	2,749,840	598,887.94	21.78
0043	INFORMATION SERVICES				
0410 0070	AUTOMATED DISP RPT GRANT				.00
0410 0086	REIMB./COMPUTER SERVICES	29,141	34,300	53,758.00	153.80
0450 0011	TRANSFER FROM OTHER FUND	46,670	39,069	2,422.50	7.06
	** TOTAL **	75,811	73,369	56,180.50	76.57
0047	E.S.D.A.				
0407 0015	E.S.D.A. GRANT				.00
0407 0035	NUCLEAR SAFETY GRANT	48,300	48,300	8,087.66	16.74
0410 0035	UNCLASSIFIED REVENUE				.00
0415 0001	INTEREST ON INVESTMENTS				.00
0450 0011	TRANSFER FROM OTHER FUND				.00
	** TOTAL **	48,300	48,300	8,087.66	16.74
0048	BLOOMINGTON ELECTION COM.				
0410 0037	REIMB. FOR SERVICES	100,000	100,000		.00

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OFFICE OF THE ADMINISTRATOR

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


104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

May 16, 2002

Memo to: The Honorable Chairman and Members of the McLean County Board

From: John M. Zeunik 

Re: State of Illinois Reimbursements

For your information and review, the Treasurer's Office has provided the following status report on State of Illinois reimbursements due to McLean County.

Title IV-D Child Support Enforcement Program (Circuit Clerk, Circuit Court, State's Attorney's Office)	Due for April
Salary Reimbursement for Supervisor of Assessments	Due for March
Salary Reimbursement for Probation Officers	Due for March
Salary Reimbursement for State's Attorney's Office	Due for February
Medicaid Reimbursement for the Nursing Home	114-115 days late

Thank you.

Mr. Zeunik stated included in the packet is information that was presented to the Executive Committee and the Executive Committee requested that all the information be forwarded to the County Board. He said each month the Treasurer's Office provides him with a summary for the Executive Committee of the year-to-date receipts for the sales tax, State income tax, and personal property replacement tax revenue and with the exception of the personal property replacement tax revenue, year-to-date McLean County is actually receiving reimbursement in a timely manner. Mr. Zeunik said, following that report is the statement of revenue expenditures and fund balances which the Finance Committee receives every month. That report was through the end of April. The most significant item on that is on page 382 at the bottom of that page, where there is a year-to-date comparison for 2001 to 2002. He explained what he thinks is notable there is that in 2001 as of April 30th the revenue was at 21.76% of budget and year-to-date in 2002 the revenue is at 21.74% of budget. There has been very little change. On the expense side as of April 30th, the expenses were at 30.39% of budget and as of 2002, they were at 30.86% of budget, so again very little change. This report is strictly for the County's General Fund, which is the largest single fund. Mr. Zeunik said in terms of reimbursement Mr. Lee stated the nursing home is now 110 days behind so some ground has been gained. Mr. Zeunik told the Board that tomorrow it is the Annual Employee Health Fair, being held at the McLean County Health Department on the third floor. It is an annual event that is put on for the benefit of all County employees. He indicated the Health Department does a superb job in terms of making resources available to the employees both prior to the fair and during the day.

OTHER BUSINESS AND COMMUNICATION:

Member Owens stated Community Action will be holding their first annual fundraiser on Thursday, May 30, 2002 and RSVP's are needed by Friday at 4:30 p.m. There was a meeting held in Springfield where Francis Irvin was recognized as one of the top Board Members in the State, and Community Action received an award on transitional housing based primarily on Mayor's Manor and they were given a report that everyone in Springfield was talking about McLean County and Mayor's Manor.


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

MCLEAN COUNTY BOARD COMPOSITE

May 21, 2002

2002 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$375,035.61	\$375,035.61
Finance	\$176.26	\$560,656.10	\$560,832.36
Human Services	\$7,137.79	\$414,113.35	\$421,251.14
Justice	\$131.94	\$1,458,514.92	\$1,458,646.86
Land Use		\$33,958.41	\$33,958.41
Property	\$39,005.36	\$179,787.08	\$218,792.44
Transportation		\$447,183.97	\$447,183.97
Health Board		\$365,402.55	\$365,402.55
Disability Board		\$43,621.09	\$43,621.09
T. B. Board		\$19,867.70	\$19,867.70
Total	\$46,451.35	\$3,898,140.78	\$3,944,592.13



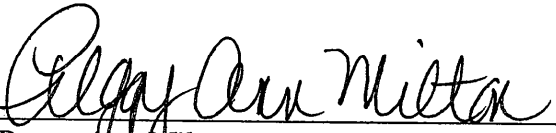
Michael F. Sweeney, Chairman
McLean County Board

Members Selzer/Owens 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 Hoselton/Renner moved for adjournment until Tuesday, June 18, 2002 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 10:21 a.m.

Michael Sweeney
County Board Chairman

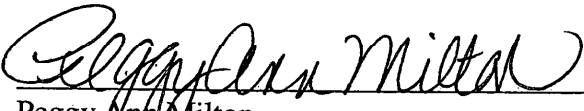


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 21st day of May, 2002, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 6th day of June, 2002.



Peggy Ann Milton
McLean County Clerk

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