



EXECUTIVE COMMITTEE AGENDA
Room 404, Government Center

Tuesday, September 14, 2004

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – August 10, 2004
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sweeney
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:

Mid-Central Community Action, Inc.

Benjamin Owens
3207 Winchester
Bloomington, IL 61704
Re-Appointment to a three-year term
scheduled to expire on October 6, 2006

Public Building Commission of McLean County

Melvin Schultz
201 Veronica Way
Normal, IL 61761
Re-Appointment to a five-year term
scheduled to expire on October 2, 2009

b) APPOINTMENTS:

Prairie Creek Drainage District

E. Eugene Etherton
29060 E. 600 North Rd.
LeRoy, IL 61752

Appointment to a three-year term
scheduled to expire on September 7, 2007

Prairie Creek Drainage District

Cole Dooley
7419 N. 2850 East Rd.
LeRoy, IL 61752

Appointment to a three-year term
scheduled to expire on September 7, 2007

East Central Illinois Agency on Aging

Julie Gowen
4 Ruth Road
Bloomington, IL 61701

Appointment to a three-year term
scheduled to expire on September 25, 2007

c) RESIGNATIONS:

East Central Illinois Agency on Aging

Geraldine Decker
9594 Challenger Drive
Bloomington, IL 61704

2) Items to be Presented for Information:

- a) Information Services Status Report
- b) General Report
- c) Other

1

B. Pollution Control Site Hearing Committee – Vice Chairman Gordon

1) Items to be Presented to the Board:

- a) Request Approval of a Host County Agreement with American Disposal Services of Illinois, Inc.

2-38

C. Transportation Committee – Chairman Bass

1) Items to be Presented to the Board:

- a) Request Approval of Letting Results from September 1, 2004 for County and Township Projects

- b) General Report
- c) Other

D. Finance Committee – Chairman Sorensen

1) Items to be Presented to the Board:

- a) Request Approval to Discard Bids Received for Storage Area Network Solution – Recorder of Deeds/Information Services
- b) Request Approval for Change in Polling Place for Danvers Township – County Clerk’s Office
- c) Request Approval of a Resolution Approving and Authorizing the Conveyance of Real Estate Parcel 16-14-132-001 currently held by The County’s Delinquent Tax Agent – County Treasurer’s Office
- d) Request Approval to Receive and Place on File Responses to Outside Auditor’s Management Letter of Advisory Comments
- e) Request Approval for Change in Polling Place for Dawson Township – County Clerk’s Office (to be considered at a Stand-up Meeting)
- f) General Report
- g) Other

E. Justice Committee – Chairman Renner

1) Items to be Presented for Committee Action:

- a) Request Approval of Emergency Appropriation Ordinance Amending FY 2004 Combined Annual Appropriation and Budget Ordinance, Homeland Security Fund XXXX, Sheriff’s Department 0029 – Sheriff’s Department 39-40
- b) Request Approval of contract between Illinois Department of Children and Family Services and McLean County for the Assistant State’s Attorney assigned to the Children’s Advocacy Center/Child Protection Network – State’s Attorneys Office 41-57
- c) Intergovernmental Agreement Between the Department of Children and Family Services and McLean County – State’s Attorneys Office 58-64

- 2) Items to be Presented to the Board:
 - a) Request Approval of Resolution Adopting National Incident Management System – Sheriff’s Department
 - b) Request Approval of Intergovernmental Agreement between Mutual Aid Box Alarm System (MABAS) and McLean County Rescue Squad (to be considered At a Stand-up Meeting)
 - c) Request Approval of State of Illinois Department of Human Services Community Services Agreement – Public Defender’s Office (to be considered at a Stand-up Meeting)
 - d) General Report
 - e) Other

F. Land Use and Development Committee – Chairman Gordon

- 1) Items to be Present for Committee Action
 - a) Request Approval of a Grant in the amount of \$4,200 to Provide Electronic Recycling – Solid Waste Management 65-66
- 2) Items to be Presented to the Board:
 - a) Request Waiver of a Preliminary Plan Requirements and a one-lot final subdivision plot for O’Neil Subdivision – File No. 5-03-11
 - b) General Report
 - c) Other

G. Property Committee – Chairman Bostic

- 1) Items to be Presented for Committee Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance – McBarnes Building Capital Lease Fund 0350 – Intergovernmental Agreement with PBC 67-68
 - b) Request Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance – McBarnes Building Capital Lease Fund 0350 – Outstanding Receivable Due to General Fund 0001 69-70

- 2) Items to be Presented to the Board:
 - a) Request Approval to Recommend Award of Bid for paving the Nursing Home Parking Lot to McLean County Asphalt – Nursing Home
 - b) General Report
 - c) Other

H. Report of the County Administrator

- 1) Items to be Presented for Information:
 - a) General Report
 - b) Other

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment

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INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702 P.O. Box 2400

Bloomington, Illinois 61702-2400

**Information Services Status Report
September 14, 2004**

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

Following is a brief summary of issues addressed by Information Services since my last report in July.

General Administration:

Conducted SAN bid.

Order PCs for Sheriff, SAO

Prepared 2005 Budget

Hardware/Network

Relocated phones & data to Government Center

Programming/Database/Web

Provided on-site support to Tazewell County.

Updated Web with maps and Government Center information

Performed client installation of Devnet Property Tax System.

Respectfully submitted,

Craig Nelson

Craig Nelson

Director of McLean County Information Services

HOST COUNTY AGREEMENT

This HOST COUNTY AGREEMENT ("Agreement") dated this ____ day of _____, 2004, by and between American Disposal Services of Illinois, Inc. ("ADS"), a Delaware Corporation; and the County of McLean, Illinois ("County");

WITNESSETH:

WHEREAS, ADS owns a parcel of land totaling approximately 73 acres as described and shown on Attachment A. The parcel described and shown on Attachment A is hereinafter referred to as "the Property"; and

WHEREAS, ADS currently operates a landfill as shown on Attachment B ("Landfill"); and

WHEREAS, ADS intends to file an application ("Siting Application") with the County for siting a new Pollution Control Facility Landfill. The new Pollution Control Facility Landfill footprint and surrounding property owned by ADS shall hereinafter be referred to as the "Expanded Landfill"; and

WHEREAS, it has been proposed that ADS pay to the County, and ADS is willing to pay the County, a Host Benefit Fee to be used for the purpose of assisting the County in addressing the impact, if any, that the operation of the Landfill or the Expanded Landfill may have upon the County and for other general revenue needs of the County as the County may deem appropriate; and

WHEREAS, the County desires to secure, and ADS is willing to provide landfill disposal capacity within the County for the waste generated by residents, commercial establishments, institutions and industries located within the County that it is permitted by law to accept for disposal; and

WHEREAS, ADS is desirous of earning the good will of the citizens of the County by demonstrating its good faith in educating the community as to the nature of its operations in the County and demonstrating that its landfilling operations are, have been and will continue to be conducted in an environmentally sound manner; and

WHEREAS, the County is desirous of protecting the health, safety and welfare of its citizens, and in assisting with public education in accordance with Illinois law; and

WHEREAS, the County has not consented to, concurred in or objected to the proposed plans of ADS for the Expanded Landfill, and nothing in this Agreement shall be deemed an indication that the County has adopted any position on the proposed Siting Application, nor on ADS' operation of the existing Landfill, including where technical or detailed operating requirements are set forth below; and

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Incorporation of Recitals.

The above recitals are incorporated as part of this Agreement as though fully set forth herein.

2. Lands Covered.

This Agreement covers the Property as described and shown in Attachment A and the Expanded Landfill.

3. Effective Date.

This Agreement shall be effective as of _____, 2004.

4. Expiration Date.

This Agreement shall expire on the later to occur of 30 years after the closing of the Landfill or 30 years after the closing of the Expanded Landfill.

5. Ban on Hazardous Waste.

ADS shall not knowingly accept, treat, or dispose of any waste which is defined as hazardous by the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. (the "Act") or the regulations adopted thereunder ("Hazardous Waste") at the Property. ADS shall comply with all applicable regulations of the Illinois Pollution Control Board ("IPCB") relative to load checking and shall immediately inform the County orally and in writing of any Hazardous Waste that has been accepted, received, stored, treated, disposed, or transported to or from the ADS Property.

6. Guaranteed Landfill Capacity.

Subject to the conditions set forth below, and if siting approval is received, for 7 years from the date that ADS obtains final, unappealable permits from the Illinois Environmental Protection Agency ("IEPA") to develop the Expanded Landfill, ADS shall provide the County with disposal capacity at the Landfill and Expanded Landfill for all of the solid waste and special wastes, which ADS is permitted by law to accept for disposal, which are not defined as Hazardous Waste ("Nonhazardous Solid Waste") and which are generated within the County's boundaries. ADS' obligation to provide the County with disposal capacity shall extend only to Nonhazardous Solid Waste which is initially generated and abandoned or discarded within the County, and specifically excludes out-of-county waste that may be delivered to a waste transfer station located within the County.

Prior to the first of each calendar year during the operating life of the Landfill and the Expanded Landfill, the County shall provide ADS with an estimate of the amount ("Annual Estimate") of Nonhazardous Solid Waste it expects to be generated within the County for that year, using methodologies which are consistent with the methodologies used to prepare the Needs Assessment portion of the County's Solid Waste Management Plan. Each year during this term, ADS shall reserve sufficient capacity to dispose of the quantity of Nonhazardous Solid

Waste estimated by the County. The County reserves the right to increase its Annual Estimate by up to 20% at any time in the event unforeseen circumstances, including but not limited to natural disasters such as storms and tornadoes, render its original estimate inadequate. The reservation of disposal capacity for the County's waste shall not be cumulative, and should the estimated disposal capacity not be utilized by the County during any calendar year, that capacity may be utilized for other than County waste. ADS agrees to comply with the procedures specified in Attachment C hereto, or with other procedures approved in advance by ADS and the Regional Pollution Control Site Hearing Committee of the McLean County Board, in submitting to the County an annual determination of ADS' remaining landfill capacity and in implementation of Section 6 of this Agreement.

7. Assignment of Rights.

This Agreement shall be binding upon ADS and its controlling interest transferees, successors and assigns. The Regional Pollution Control Site Hearing Committee may require an additional written commitment by the transferee to assume and comply with the duties and obligations of this Agreement. Further, any such conditions imposed upon the transferee pursuant to this Agreement may be modified by agreement between the transferee and the Regional Pollution Control Site Hearing Committee of the McLean County Board.

8. Covenant.

This Agreement shall constitute a covenant in the nature of a covenant running with the land. ADS agrees to execute all additional documents necessary for the recording of this Agreement in the chain of title all of the Property and Expanded Landfill.

9. Records.

ADS shall provide the County, free of charge, copies of all of the following documents in any manner connected with the Property and the Expanded Landfill:

- a. those submitted by ADS or its agents or consultants to any state or federal environmental regulatory agency; and
- b. correspondence with any state or federal environmental regulatory agency; and
- c. those filed with or received from any state or federal regulatory agency relevant to charges, complaints or citations or environmental violations made by any governmental authority; and
- d. those deemed reasonably adequate and sufficient by the Regional Pollution Control Site Hearing Committee of the McLean County Board pertaining to the amount of Nonhazardous Solid Waste received and the County which generated that waste.

10. Well Monitoring.

ADS shall contact the owners of record as of the Effective Date of this Agreement of all water supply wells within 1,500 feet of the perimeter of the Property, by certified mail, return receipt requested, seeking permission from the owners to sample their wells, within 90 days of the Effective Date of this Agreement, for background, for two consecutive quarters in a six-month period, and for routine monitoring. After IEPA has issued an operational permit to construct the Expanded Landfill, by certified mail, return receipt requested, within 90 days of the issuance of the IEPA operational permit, ADS shall contact the owners of record of all water supply wells within 1,500 feet of the perimeter of the Expanded Landfill seeking permission from the owners to sample their wells. Within 90 days of the issuance of the IEPA operational permit, for background, for two consecutive quarters in a six month period, and for routine monitoring, ADS shall use its best efforts to obtain permission to monitor the wells. The County may assist ADS in obtaining permission to access the wells from the property owners. The well monitoring program shall proceed as follows:

- a. ADS shall conduct, at its own expense, an initial assessment of each water well to determine construction and location information in conjunction with ADS.

- b. ADS shall, at its own expense, contract with a laboratory which has been awarded the IEPA certificate of approval to perform the specified chemical analysis. A certified copy of the IEPA license certificate shall be sent by ADS to the County in accordance with the notice provisions of Section 22 of this Agreement.
- c. In order to establish initial water quality, the concentrations or parameters in water samples from each water well shall be determined and reported for four consecutive quarters during the first year. The laboratory analysis shall be reviewed and interpreted by a licensed environmental engineering firm ("Third Party Consulting Firm") selected by the County. A report by the Third Party Consulting Firm shall be sent to the County in accordance with Section 22 of this Agreement. The analysis shall be for, but not limited to, those constituents contained for Class I groundwater in 35 Ill. Adm. Code 620.410 and the routine constituents listed in paragraph 10(d). Organic constituents, such as Volatile Organic Constituents (VOC's), pesticides, and herbicides within the Class I groundwater list may be sampled once during the first year.
- d. After the initial water quality has been established, each water well shall be sampled semi-annually by ADS as long as the Landfill and/or the Expanded Landfill remain in operation. The samples shall be analyzed for, but not limited to, the following list of routine constituents:

- Chloride Cl, Total MG/L
- Sulfate SO₄, Total MG/L
- Total Organic Halogen (TOX) UG/L (Unfiltered)
- Nitrate-Nitrite N, DISS MG/L
- Boron B, Total UG/L
- Ammonia (NH₃ and NH₄) as N, Total MG/L
- pH STD Units (Field Measured)
- T Alkalinity, as Ca Co, MG/L Lab
- Total Organic Carbon (TOC), as C, MG/L
- Residue on Evaporation (ROE), MG/L

The list of routine constituents may be expanded if such a need is demonstrated by the Third Party Consulting Firm selected by the County. All expenses associated with the Third Party Consulting Firm's services shall be paid by ADS.

- e. This sampling shall continue annually until thirty (30) years after the IEPA certifies the closure of the Landfill or the Expanded Landfill, whichever occurs later ("the term of this Agreement"), at ADS' expense.
- f. Reports relating to such monitoring shall be timely provided by ADS, at its own expense, to the County in accordance with the notice provisions of Section 22 of this Agreement and to owners of affected wells.

Should any of the semi-annual or annual test results demonstrate, as determined by the Third Party Consulting Firm selected by the County and paid by ADS, that the groundwater from a well has been contaminated, ADS shall cause to be monitored the well(s) on a quarterly basis for the routine list of constituents in paragraph 10(d) and annually for the background list of constituents in paragraph 10(c) during the term of this Agreement. If ADS can prove that the well was not contaminated by the Property or the Expanded Landfill, the well monitoring frequency shall return to a semi-annual or annual basis for the routine list of constituents in paragraph 10(d).

11. Contamination.

If, at any time after the date that ADS first accepts waste at the Expanded Landfill and during the term of this Agreement any water supply well located within 1,500 feet of the perimeter of the Property or the Expanded Landfill is contaminated by the Landfill or Expanded Landfill or by the other operations on the Property or the Expanded Landfill, ADS agrees to provide an alternate potable water supply to that owner, which may include a new well to replace the contaminated well, within twenty-four (24) hours of notification to ADS from the owner of the contaminated well that the well, based upon the laboratory analysis and the engineering interpretation of samples submitted to an IEPA certified laboratory, has been so contaminated as determined by the County through its third party consulting firm. For purposes of this Agreement, the terms "contaminated" and "potable" shall have the meanings ascribed to them as set forth in Sections 3.63 and 3.65 of the Act and as set forth in the Class I groundwater standards in 35 Ill. Adm. Code 620.410. Should the aforesaid laboratory analysis show that water from any of the covered water supply wells exceeds the Class I groundwater standards and the background concentrations, that water supply well shall not be considered to be contaminated until 30 days subsequent to the date ADS is notified of the laboratory analysis. Immediately

thereafter, the obligations of this paragraph shall become applicable and ADS shall be obligated to provide an alternate potable water supply as required hereunder. During that 30 days ADS shall provide the owner of that well with bottled or trucked-in potable water. Within 30 days, the County's Third Party Consulting Firm shall resample the well and analyze the sample for the constituent(s) which exceed(s) the Class I groundwater standard(s) and the background concentration(s) as established in paragraph 10(c) of this agreement. If the constituent(s) exceed(s) the Class I groundwater standard(s) and the background concentration(s), the well shall be considered contaminated and the well shall continue to be monitored for the routine list of constituents in paragraph 10(d) on a semi-annual basis.

ADS shall not be responsible to provide an alternative potable water supply, nor shall it be responsible for monitoring any more frequently than semi-annually, for any wells that ADS can prove were not contaminated by the Property or the Expanded Landfill or by other operations on the Property or the Expanded Landfill. All expenses associated with the work performed by the County's third party consulting firm in accordance with this paragraph 11 shall be paid by ADS.

12. Property Value Guarantee Plan.

ADS agrees to comply with the program described as the "ADS Property Value Guarantee Plan" set forth in Attachment D hereunto and hereby incorporated by reference herein.

13. Environmental Contingency Provision.

In addition to the financial assurance requirements of the State of Illinois, ADS shall obtain the unconditional guarantee of its obligations hereunder from its corporate parent, on the form set forth in Attachment E and hereby incorporated by reference herein.

ADS shall also maintain an environmental pollution liability policy of insurance in an amount not less than One Million Dollars (\$1,000,000) for each loss and Two Million Dollars

(\$2,000,000) for all losses for its Landfill or Expanded Landfill located in McLean County Illinois, naming McLean County, Illinois as an additional insured under the policy of insurance and shall provide the Regional Pollution Control Site Hearing Committee of the McLean County Board with a copy of the certificate of insurance in force and effect and annual proof in the form of an insurance certificate showing that coverage remains in force and effect in the amounts required naming McLean County, Illinois, as an additional insured.

14. Cooperation with Economic Development Council (EDC) of Bloomington Normal, McLean County.

ADS agrees to work with the EDC in using the Landfill and the Expanded Landfill as a means to help attract new commercial and industrial facilities to the County. This could include, at the County's request, ADS providing design and operating information on the Landfill and the Expanded Landfill and ADS offering a disposal agreement (terms to be negotiated on a case-by case basis) to these prospective businesses which secures the same guarantee of disposal capacity as is offered to the County.

15. Host Benefit Fee.

Commencing on the Effective Date of this Agreement, ADS shall pay to the County a Host Benefit Fee for Non-hazardous Solid Waste disposed at the Landfill or Expanded Landfill. It is also agreed that Pollution Control Waste is exempt from the Host Benefit Fee. The Host Benefit Fee may be used by the County for such benefits, services and facilities as are customarily and legally permitted to be funded from the County's general fund. The Host Benefit Fee shall be calculated as follows:

- a. Beginning on the Effective Date of this Agreement, the Host Benefit Fee shall be \$5,000.00 per month or \$1.27 per ton of Nonhazardous Solid Waste disposed of at the Landfill or Expanded Landfill per month, whichever is greater.

- b. Beginning on the date ADS is granted the final, unappealable permits by the IEPA to develop the Expanded Landfill, the Host Benefit Fee shall be \$15,000.00 per month or \$2.54 per ton of Nonhazardous Solid Waste disposed of at the Landfill or Expanded Landfill per month, whichever is greater. Such payments shall conclude on such date that ADS or its successor/assignee permanently ceases the acceptance of Nonhazardous Solid Waste at the Landfill or Expanded Landfill, whichever date is later.

The Host Benefit Fees hereinbefore described shall be payable to the County on a monthly basis commencing on the 15th day of the month after this Agreement is executed, and thereafter on or before the 15th day of each month thereafter. Any Host Benefit Fee payment not received by the County by the above deadline shall be subject to a late charge of one (1%) percent of the total Host Benefit Fee per month. Such late charges shall accrue per month or fraction of the month in which the payment is late.

Each Host Benefit Fee payment shall be accompanied by a form prescribed by the County and stating the weight of the Nonhazardous Solid Waste received by the ADS Property during the payment period providing such other information as may be necessary for the County to assure compliance with this Agreement. This form shall be signed by ADS. The County shall be entitled to audit business records of ADS not less than on an annual basis to verify the amount of the Host Benefit Fee payments. ADS shall make available to the County scale tickets, sales invoices, daily billing summaries, account records and such other business records the auditor may request to conduct the audit. Provided, however, that ADS may provide these records to the County as confidential business records and the County agrees that such records shall be kept confidential, consistent with Section 18 of this Agreement, and such confidential business records shall not be provided for review or disclosed pursuant to a request under the Freedom of Information Act, unless otherwise ordered by a Court of Law.

16. Compliance with Applicable Laws, Rules and Regulations.

ADS warrants that it will at all times conduct its operations at the Landfill and the Expanded Landfill site in material compliance with all applicable laws, rules and regulations of the State of Illinois and the United States of America relevant thereto. The acceptance of payment of the Host Benefit Fee under this Agreement shall not be construed as a waiver by the County of material compliance by ADS with all applicable laws, rules and regulations; nor shall acceptance of said payment by the County otherwise restrain or prohibit the County from taking such legal action as may be necessary to protect the health, safety and general welfare of the residents of the County in the event of any material violation of any said laws, rules or regulations by ADS.

17. County Duties or Responsibilities.

The terms of this Agreement shall not be construed in any manner to impose upon the County any duties or responsibilities to provide any services or facilities to ADS beyond those which the County customarily provides to residents and businesses of a similar nature within McLean County.

18. County Solid Waste Management Plan.

The County shall include reference to this Agreement in its Solid Waste Management Plan and any modification thereto, provided its inclusion and the process by which it is included is consistent with the requirements of the Local Solid Waste Disposal Act and the Solid Waste Planning and Recycling Act.

19. Indemnification.

This Agreement does not create any legal relationship between ADS and the County (such as a joint venture or partnership) with regard to operation of the Landfill or the Expanded Landfill. Nor does the County undertake, by virtue of this Agreement, any responsibility or

liability for compliance with any laws, rules or regulations relating to the operation of said Landfill or Expanded Landfill or the depositing, storage or control of any wastes within the area of the Landfill or the Expanded Landfill. In the event that the County should be joined as a defendant in any legal action relating to the operation of the Landfill or the Expanded Landfill by ADS or alleging any environmental liability regarding the Landfill or the Expanded Landfill relating to such operation on the basis of this Agreement, ADS agrees to indemnify and save harmless the County from such liabilities or damages as may be claimed in said legal action, together with reasonable attorney's fees, expert fees and costs incurred by the County to defend itself against such legal action, except for actions involving the negligence of the County, its agents, employees or representatives or for actions not related to this Agreement.

20. ADS' Waste Acceptance Policy.

Notwithstanding the provisions of this Agreement, ADS has no obligation to dispose of any waste that does not satisfy ADS' waste acceptance policy. However, ADS specifically agrees to accept for disposal, at no charge, dead animal carcasses which originated on County highways and are delivered to the Landfill or Expanded Landfill by the County Highway Department.

21. Amendment to Agreement.

This Agreement may not be amended except by an Agreement signed in writing by all parties hereto.

22. Delivery of Notices.

All notices under this Agreement, including notices required to be made to the Regional Pollution Control Site Hearing Committee or County Administrator shall be personally delivered or sent by certified mail to the Chairman of the McLean County Board, P.O. Box 2400,

Bloomington, Illinois, 61702-2400 and to ADS at 2112 West Washington Street, Bloomington, IL 61704 and all notices shall be effective upon receipt.

23. Landfill Design and Operation.

ADS shall have sole design control over the Landfill and the Expanded Landfill during the life of the facilities, subject only to the right of the County to require that it be designed in compliance with all applicable federal, state, and local laws and regulations.

ADS shall operate the Landfill and Expanded Landfill in a manner to minimize the impacts on the surrounding land uses. More specifically, the following operating standards shall apply to the operation of the Landfill and the Expanded Landfill.

a. Excessive Wind.

ADS shall stop accepting waste subject to wind entrainment and will cover the active face during excessive winds. A wind speed indicator shall be located at the active face of the Landfill and the Expanded Landfill within 30 days of the Effective Date of this Agreement. Excessive winds are defined as one or all of the following:

- i. during tornado warnings as reported by the National Weather Service for McLean County, Illinois.
- ii. when sustained winds reach 35 mph.
- iii. when site operations are not able to control paper blowing off-site, in the opinion of the Director of the McLean County Building and Zoning Department.

b. Litter Control.

ADS shall erect and maintain a 6-foot high chain link perimeter fence. ADS shall utilize a sufficient number of temporary litter fences placed end to end to line the entire leeward side of the active face. ADS shall inspect the Property and the Expanded Landfill on a daily basis to insure litter is being adequately controlled and ADS shall

have sufficient manpower available to pick up windblown paper if excessive litter accumulates due to excessive winds.

c. Dust Control.

ADS shall use its best efforts to prevent dust from leaving the Landfill and Expanded Landfill. ADS agrees to promptly correct said dust problems when identified by the McLean County Building and Zoning Director and communicated to ADS by same.

d. Mud Tracking.

ADS shall provide and maintain a sufficient length of road on the Property and the Expanded Landfill to allow out-going trucks to reach a speed sufficient to aid in tire cleaning. ADS shall provide periodic cleaning of the paved main access to roads to the fill area to prevent accumulation of mud and fines.

e. Fire Protection.

To minimize the threat of fire at this facility, several steps shall be taken. This includes, but is not limited to, restricting public access, checking incoming loads for the potential for fire hazard, maintaining equipment, prohibiting smoking, and maintaining a gas detecting system. Instruction in fire fighting procedures shall be routinely provided for site personnel. Open burning shall be prohibited at the Landfill and Expanded Landfill.

The Landfill and Expanded Landfill shall maintain several types of equipment on-site that may be used in fire fighting efforts. Earthmoving equipment that is utilized on a daily basis for landfill operations may be used to move and apply cover material to smother fires. Cover material is readily available on-site for fire control purposes. The water truck, with full capacity, shall be available and on site to assist with fire control.

Water from the on and off-site retention basin locations shall be used as a supplementary source. Should a fire occur at the Landfill or Expanded Landfill, the burning material shall be removed to a pre-selected location away from the daily fill face and shall be segregated and smothered with clean soil. The Bloomington Township Fire Department shall be contacted by ADS if ADS personnel are unable to extinguish a fire. Emergency phone numbers shall be posted in the maintenance building and scale house. Radios shall be maintained on equipment and in the buildings for efficient communication.

The facility shall maintain a supply of fire extinguishers that can be utilized. These extinguishers shall be located in the maintenance building and scale house. Dedicated fire extinguishers shall be carried on the equipment at all times and can be utilized to control any small fire that may occur. Extinguishers shall be maintained in conformance with State and local fire codes and regulations.

f. Traffic Safety.

The transportation plan for the Landfill and Expanded Landfill utilizes the existing off-site roadways. It is expressly agreed by ADS that all vehicles entering and exiting the Landfill and Expanded Landfill shall have a gross weight not to exceed 73,280 pounds. These off-site roadways include Oakland Avenue. The traffic patterns of these public roads that access the facility have been analyzed and the operation of the Landfill has had a negligible effect on traffic in the site vicinity.

A combination of existing on-site all-weather roadways and newly constructed roadways are used for on-site traffic. The main entry roadway is located on Oakland Avenue. Fencing with a lockable gate restricts unauthorized access to the site. The main entry road located on Landfill or Expanded Landfill property shall have an all-weather surface from Oakland Avenue to the weight scale. The on-site road used for one- and

two-way traffic shall be a minimum of 10 to 20 feet wide, respectively. Also, all roadways shall be crowned to promote drainage. Mud tracking off-site is controlled by the travel distances from the active fill face to the County road and installation of rumble strips near the scale such that any loose mud shall be dislodged from the delivery vehicle prior to exiting the site. A sweeper shall be utilized to collect mud from on-site roadways and public roadways near the entrance, if necessary. Traffic signs are posted, where applicable, to assist vehicles with entering and exiting the facility, and accessing the active face. Only landfill and authorized personnel will be allowed into the Landfill and Expanded Landfill before or after operating hours. Trucks shall not be allowed to park on public roadways in front of or near the entrance. Arriving trucks must travel at least two truck lengths apart. All open trucks and trailers shall be tarped or covered and swept out at the active face prior to leaving the site. The drivers must come to a complete stop prior to exiting the main entrance. Drivers shall be periodically notified and reminded of the site procedures. Drivers who disregard these procedures shall be reprimanded and upon future infractions shall be denied future access to site.

g. Hours.

ADS shall accept waste Monday through Saturday at the Landfill and Expanded Landfill. Operating hours shall be no sooner than 6:00 a.m. and no later than 6:00 p.m. on Monday through Friday. Operating hours shall be 6:00 a.m. through Noon on Saturday. Exceptions may be made for declared emergencies, in which case the parties hereto shall abide by the rules and regulations of the Illinois EPA.

h. Noise.

ADS' landfill equipment shall have properly installed and operating manufacturer mufflers at all times.

24. County Obligations.

The County, provided that the Siting Application for the Expanded Landfill is approved, shall utilize its best effort to assist ADS in obtaining all necessary permits from the Illinois Environmental Protection Agency for the construction and operation of the Expanded Landfill.

25. Force Majeure.

The obligations with respect to the performance of this Agreement by either party (except for the payment of money, as explained further below) shall be suspended and extended in the event, and during the period, that such performance is prevented, hindered, or delayed by a cause or causes beyond the reasonable control of either party including, without limitation, Acts of God (except weather conditions normal for the geographic area of the facility); epidemic, landslide, lightning, tornado, earthquake, fire, explosion, flood or similar occurrence; an act of the public enemy, war, blockade, insurrection, riot, general unrest, civil disturbance or other similar occurrence that may have a material adverse effect on the construction or operation of the Landfill or the Expanded Landfill; and any change in Law which has a material effect on the construction or operation of the Landfill or the Expanded Landfill, including the order or judgment of any court, provided such order or judgment is not the result of negligence, failure or wrongful action or omission on the part of the party involved. In the event of disruption of services under any such circumstances, each party will make every reasonable effort to overcome the cause of cessation of services and to reopen the Landfill or the Expanded Landfill as soon as practicable after the cessation of the cause of suspension of services.

ADS' obligation with respect to the minimum \$5,000 Host Benefit Fee as required by Section 15(a) of this Agreement shall be suspended in the event that the IEPA does not timely complete review or grant ADS' permit application to develop, construct or operate the Landfill Expansion within the 180-day time period to do so pursuant to Section 39(a) of the Illinois

Environmental Protection Act, 415 ILCS 5/39(a). During the time of suspension, ADS shall pay to the County a Host Benefit Fee of \$1.27 per ton of Nonhazardous Solid Waste disposed of at the Landfill or Expanded Landfill per month until IEPA grants a final, unappealable permit to ADS for its Landfill Expansion. Thereafter, the provisions of Section 15(b) of this Agreement shall take effect.

26. Enforcement.

The parties agree that either party shall have the right to enforce this Agreement by an action in McLean County Circuit Court. Each party agrees to notify the other party of any alleged violation or breach of this Agreement, in an effort to resolve the dispute without requiring suit in McLean County Circuit Court.

27. Notice of Violation

Prior to commencing any suit to enforce this Agreement, the complaining party agrees to give the other party reasonable written notice of any alleged non-compliance, whereupon the parties agree to make a reasonable effort to resolve the alleged violation or dispute to the mutual satisfaction of both parties.

If a material violation of this Agreement is not corrected by ADS to the satisfaction of the County, the parties agree that the County may seek any and all appropriate relief.

28. Confidentiality

The County shall not disclose or release any documents, records, or other information that constitutes proprietary or confidential business information of ADS, including, but not limited to, information regarding customers and pricing to any third parties unless ordered to do so by the Court. It is intended that disclosure of such information be limited to public officials in their official capacity with the County who have a need to review such information for purposes of enforcing this Agreement.

29. Insolvency, Bankruptcy and Memorandum of Agreement.

If ADS, or its successors and assigns for purposes of this Agreement, shall (1) at any time during the term of this Agreement have proceedings in bankruptcy instituted against it and be unable to pay its debts as they become due, or (2) if any execution or attachment of the Property or the Expanded Landfill shall issue against ADS, or its successors and assigns for the purposes of this Agreement, whereupon the Property or the Expanded Landfill shall be taken or attempted to be taken, or (3) a receiver or trustee shall be appointed for the Property or the Expanded Landfill, or (4) if this Agreement shall, by operation of law, devolve upon or pass to any person or persons other than ADS, or its successors and assigns for purposes of this Agreement, then, and in each of said cases, County, at its election may terminate this Agreement and be discharged from any future obligations of performance. The parties agree to execute and record a Memorandum of Agreement setting out the identities of the parties, the existence of this Agreement, and a description of the Property or the Expanded Landfill.

30. Severability and Applicable Law.

If any provision or subsection hereof or the application thereof to any person or circumstances is held invalid, the other provisions of this Agreement and/or their applicability to other persons or circumstances shall not be affected thereby. It is declared to be the intent of this Agreement that the same would have been adopted had such invalid provision, if any, not been included herein. This Agreement shall be governed by the laws of the State of Illinois.

31. Authority to Enter Into Agreement.

ADS hereby represents and warrants that it is a valid and existing Delaware corporation authorized to do business in Illinois and that the individuals executing this Agreement have been duly authorized by the corporation to act on its behalf and enter into this Agreement. ADS agrees to provide the County with sufficient proof of said authorization which proof shall include

but not be limited to an appropriate corporate resolution authorizing the execution of this Agreement.

32. Agreement Review and Amendments

This Agreement shall be subject to review every year from the Effective Date of this agreement, or any amended agreement, at the request of either party. This provision does not prevent the parties upon mutually agreeing at any time to discuss problems or any matters of interest or concern. The purpose of the annual reviews will be to discuss the status of this Agreement, or any amended agreement, and allow each party to suggest further amendments based upon a change in circumstances arising since the time of this agreement or any amended agreement.

33. Repeal of Tipping Fee Ordinance

Upon execution of this Agreement, the County's Tipping Fee Ordinance and Agreement entered into by the parties hereto dated November 19, 1991, shall be repealed and rescinded respectively.

34. Termination

This Agreement shall terminate on the earlier date of either of the following two occurrences:

1. a final unappealable decision, ruling, order or ordinance is issued denying siting approval of the Siting Application for the Expanded Landfill, or the period of time to appeal such decision, ruling, order or ordinance has expired; or
2. a final, unappealable decision, ruling or order is issued upholding the denial of a permit from the IEPA to develop or operate the Expanded Landfill, or the period of time to appeal such decision, ruling or order has expired.

Notwithstanding the provisions of Section 33, if the Agreement is terminated, the County shall have the right to reinstate and/or reenact its Tipping Fee Ordinance and Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their legally authorized representatives to be affixed hereto on the day and year indicated on the first page of this Agreement.

ADS OF ILLINOIS, INC.

ATTEST:

BY: _____

BY: _____

ITS: _____

ITS: _____

COUNTY OF MCLEAN

BY: _____

Michael F. Sweeney
Chairman, McLean County Board

ATTEST:

BY: _____

Peggy Ann Milton
Clerk of the McLean County Board

ATTACHMENT A
DESCRIPTION OF PROPERTY

ATTACHMENT C

**PROCEDURES FOR DETERMINING REMAINING
CAPACITY**

and

THE ORIGIN OF WASTE

I.

METHODOLOGY

Calculation of the remaining capacity of a landfill involves calculating the volume between the existing grades and the permitted top of waste grade. The landfill owner or operator must survey the landfill's existing grades at the end of each reporting period. Specific requirements for the reporting period, topographic maps, and calculations are detailed below.

Reported Period. The recommended reporting period is from January 1 to December 31. This provides for a simple calculation of the annual usage of airspace. However, it is not always possible to conduct surveys on these dates; therefore, this is not a hard deadline. In any event, the surveys should be scheduled so that they are approximately one year apart and the calculations can be completed before the IEPA's reporting deadline. The landfill owner or operator is required to report the exact dates when the surveys were performed.

Topographic Surveys and Maps. Topographic surveys may be conducted using aerial photogrammetry, traditional field surveying methods, or a combination of these two methods. If a previous topographic map exists, only those areas affected by landfill development and filling need to be surveyed. Regardless of the method used, the survey shall be accurate to within one foot vertically. The horizontal scale of the resulting topographic map shall be equal to or greater than 1-inch equals 200 feet. The maximum contour interval shall be two feet. Aerial photogrammetry shall be used at least every 5 years. All topographic maps shall show the permitted limits of waste placement and the actual date of the aerial or field survey. Areas that exceed permitted horizontal and vertical limits shall be highlighted and noted on topographic maps.

The topographic maps showing the existing and previous grades will have to be modified to account for all permitted areas that are undeveloped, all stockpiles on the landfill, and any other features that could affect the remaining capacity calculations. The modifications are made by blending the contours of the topographic maps to those on the facility's design drawings. In all, three topographic maps will be used. These include: 1) grades at end of previous reporting period (and the beginning of the current reporting period); 2) grades at end of the current reporting period; and, 3) grades of the permitted top of waste surface. These three maps will be used to calculate the volume of airspace consumed over the reporting period and the volume of airspace remaining at the landfill. In theory, only the second map will need to be generated as the other were prepared for previous reports.

Airspace Calculations: Two volumes will be calculated. First, the airspace consumed over the reporting period is calculated by determining the difference between the grades of the top of waste (or the permitted base grades for undeveloped areas) at the start of the reporting period and the grades of the top of waste at the end of the reporting period. Second, remaining airspace is calculated by determining the difference between the grades of the top of waste at the end of the reporting period and the grades of the final top of waste surfaces.

Volume calculations can be performed using manual or computer methods. A typical manual method is an end-area cross section method. If this type of method is chosen, the distance between cross sections shall be sufficiently spaced to calculate the desired volumes.

A computer method may also be used to calculate volumes. If the topographic maps are in a CAD format, many software packages will calculate the difference between two surfaces. The difference between the two surfaces will be the airspace calculations. It is important that

any adjustments to the calculations or maps be made before finalizing the resulting calculations. These adjustments must be thoroughly documented in the submittal.

Whichever method is chosen, the landfill owner or operator shall attach all calculations and assumptions to the remaining capacity submittal to demonstrate the airspace volumes are correct.

Gate Receipt Calculations. Gate receipt calculations are important to show how much waste can be placed in the landfill on an as-received basis. The owner or operator is required to submit calculations demonstrating the total volume of all wastes accepted at the landfill during the reporting period. The total volume of all waste (including fee-exempt wastes) accepted during the reporting period shall coincide with the volumes and tonnage reported along with the host fee submittal. If the landfill is equipped with scales and the host fee is reported in tons, the as-received waste density in tons per cubic yard shall be submitted.

II.

WASTE ORIGIN

For purposes of determining the volume of the reserved disposal capacity actually utilized during any calendar year for waste originated from within the County pursuant to Section 6 of the Agreement, ADS shall provide the County with the volume it has determined was disposed that originated from within the County during any calendar year. ADS' determination shall be based upon computer-generated records maintained by ADS which identify each load by waste hauler and volume of waste disposed by that hauler, along with ADS' knowledge of the waste hauler's current and historic collection practice and geographic location covered by such collection practice. The County shall be entitled to review the

computer-generated records at ADS not less than an annual basis to verify the information provided by ADS. ADS shall make available to the County the scale tickets, and such other business records the auditor may request to conduct the review. Provided, however, that ADS may provide these records to the County as confidential business records and the County agrees that such records shall be kept confidential, consistent with Section 18 of this Agreement, and such confidential business records shall not be provided for review or disclosed pursuant to a request under the Freedom of Information Act, unless otherwise ordered by a Court of Law.

ATTACHMENT D
PROPERTY VALUE GUARANTEE PLAN

ADS PROPERTY VALUE GUARANTEE PLAN

As a condition of the Host County Agreement with McLean County, which is incorporated by reference herein, ADS agrees to provide the following Property Value Guarantee Plan.

I. Definitions

A. The definitions of the terms defined in the Host County Agreement are to be utilized in interpreting this Plan.

B. Additional definitions.

1. "Application" means the application provided by ADS and completed by an Owner which is used to determine the eligibility of the Owner's Property under the Guarantee.

2. "Appraiser" means a properly licensed appraiser by the State of Illinois.

3. "Guarantee Certificate" means the certificate provided by ADS to an Owner establishing the Value of Property.

4. "Guarantee Plan" means the Property Value Guarantee Plan of ADS set forth in this document.

5. "Loss" means the difference between the Value at Sale and the Value shown on the Guarantee Certificate.

6. "Occupied Dwelling" means a permanent building that is currently being used on a regular basis for human habitation.

7. "Owner" means the legal entity, individual or individuals holding title to any Property or the legal entity, individual beneficiary or beneficiaries of a trust which holds title to any Property on the effective date of the Host County Agreement.

8. "Property" means real property eligible to qualify for the benefits of this

Property Value Guarantee Plan. Property includes land, but only existing structures as well as improvements and additions to those existing structures.

9. "Realtor" means a person licensed by the State of Illinois to sell real estate.

10. "Sale of Property" means the transfer of the ownership of an Owner where the Owner is willing to sell and the Purchaser is willing to purchase the Property in an arms length transaction at a certain price.

11. "Value" means the fair market value of a Property evidenced by the Guarantee certificates as of the date of the Guarantee Certificate.

12. "Value at the Sale" means the fair market value of a Property at the time of Sale.

II. Eligibility for the Guarantee Plan

Each Owner of real property of record, prior to the date ADS is issued an IEPA Permit to construct the Expanded Landfill, which is located within the area identified as being within one quarter mile of the Expanded Landfill, is eligible to qualify for the benefits of this Guarantee Plan with respect to the Owner's Property, provided there is an Occupied Dwelling on the real property that is within one quarter mile of the Expanded Landfill, subject to the terms and conditions stated in this Property Value Guarantee Plan and subject to such Owner's compliance with the requirements of this Property Value Guarantee Plan.

III. Procedure for Qualification

A. Application.

Within 60 days of the beginning of the permitted operation of the Expanded Landfill, ADS shall send, by certified mail, an Application to each taxpayer of record as determined by the authentic tax records of the County in which the real property is located for the real property

located within the area identified as being within one quarter mile of the Expanded Landfill. An Application shall be completed by the Owner and returned to ADS by the date specified in the Application which shall be no sooner than sixty days after the Application is mailed by ADS. Any owner failing to complete and return the Application within the specified time period will not qualify for the Property Value Guarantee Plan.

B. Determination of Value.

1. After receiving a completed Application from an Owner, ADS shall arrange for an Appraisal of the Property by an Appraiser to determine the Value of the Property. ADS shall make a copy of the Appraisal available to the Owner.

2. If an Owner disagrees with the Value of the Property as determined in the Initial Appraisal, the Owner may arrange for a second Appraisal at the Owner's expense, which Appraisal shall be completed by an Appraiser within 30 days of the Owner's receipt of the initial Appraisal. The Owner shall send Appraisal to ADS within two weeks of its completion. If the difference between the Appraisals is five percent (5%) or less of the greater Appraisal, the Value shall be the average of the two Appraisals. If the difference between the two Appraisals is greater than five percent (5%) of the greater Appraisal, then a third Appraisal shall be conducted by an Appraiser chosen jointly by the Owner and ADS and shall be completed within 90 days of the Owner's receipt of the initial Appraisal. The Value shall be determined from the third Appraisal. The cost of the third Appraisal will be shared equally by ADS and the Owner.

C. Guarantee Certificate. After determination of the Value of the Property, ADS shall send to the Owner a Guarantee Certificate which establishes that the Owner has qualified for the benefits of the Property Value Guarantee Plan and is entitled to compensation for any Loss directly attributable to the operation of the Expanded Landfill.

D. Revised Value. Upon request of an Owner, ADS will conduct a new Appraisal of the Property at ADS's expense if: (i) seven (7) years have elapsed since the issuance of a Guarantee Certificate with respect to the Property, (ii) at least \$10,000.00 in improvements to the Property have been documented, which improvements shall be of the type which would increase the tax basis of the Property under the Internal Revenue Code, and (iii) a copy of receipts or other written documentation for the improvements have been provided. Upon completion of the revised Appraisal, the Value of the Property will be adjusted and a revised Guarantee Certificate will be issued. If the Owner disagrees with the revised Appraisal, the procedure described in Section B.2 above shall be available to the Owner.

IV. Benefits Provided by the Guarantee Plan

An Owner who has qualified under the terms of the Guarantee Plan and received a Guarantee Certificate shall receive compensation from ADS for the portion of any Loss directly attributable to the operation of the Expanded Landfill based upon the initial determination of value as outlined above. Compensation paid by ADS will be equal to the portion of the Loss directly attributable to the past and current operations on the Expanded Landfill. The Guarantee Plan does not provide benefits for any Loss which is not directly attributable to the operation of the Expanded Landfill.

V. Owner Agreements

To be eligible to receive benefits under this Guarantee, an Owner shall:

1. Notify ADS in writing within two weeks after listing the Property for sale with a Realtor for 180 days;
2. Notify ADS in writing within one week of the receipt of an offer to purchase the

Property and include a copy of the terms of the offer signed by the potential buyer.

3. Accept any bona-fide offer during the 180 day listing period in which the Value of Sale meets or exceeds the Value of the Property.

4. If the Owner desires to accept an offer for less than the Value of the Property at any time, he or she shall first give to ADS the right, but not the obligation, to at any time within 30 days from its receipt of such notice to purchase the Property at the price offered by such other party; and

5. Permit ADS, its agents or employees the right to appraise the Property.

6. If ADS does not exercise its right under subsection V(A)(4); notify ADS in writing within one week of the execution of a contract to sell the property and include a copy of the contract.

VI. Claims Procedure

A. To be eligible for benefits under this Guarantee, the Owner must comply with the following claims procedure.

1. An Owner shall make a claim for benefits within 90 days of the closing of the sale of Property.

2. A Claim for benefits shall be filed with ADS and shall include a copy of a valid Guarantee Certificate, evidence of the Value of Sale and a report by an Appraiser demonstrating that the Loss in Value was directly attributable to the operation of the Expanded Landfill.

B. ADS may conduct its own Appraisal by an Appraiser to verify the Value at Sale and to determine the cause of any Loss.

ATTACHMENT E
ENVIRONMENTAL CONTINGENCY FUND
GUARANTY

This Environmental Contingency Fund Agreement (the "Guaranty") is made and entered into by and between McLean County, Illinois ("County") and ADS of Illinois, Inc. ("ADS") as part of the Host County Agreement (the "Agreement") with ADS to which this Guaranty is attached. This Guaranty is to be interpreted and constructed in a manner consistent with the Agreement and the defined terms contained in the Agreement are utilized in the construction and interpretation of this Guaranty. The Agreement is incorporated by reference herein.

In addition to the financial assurance requirements of the State of Illinois applicable to waste facilities of this type and kind, beginning on the Effective Date of the Agreement and continuing for a period of thirty (30) years subsequent to IEPA-certified closure of the Landfill or Expanded Landfill, whichever occurs later, ADS hereby agrees to provide up to \$1 million in the event ADS breaches and fails to cure any of its obligations within such time limits as may be contained in the Agreement or as may be reasonably imposed by the County in a notice served upon ADS by the McLean County Health Department (the "Health Department") for the investigation and remediation of (a) any release or substantial threat of release of a substance defined as hazardous pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C., Section 9601, or pursuant to the Act and the regulations adopted thereunder ("Hazardous Substance") from the Landfill or the Expanded Landfill into the environment; or (b) any other conditions or occurrences subsequently caused by ADS' operations on the Landfill or the Expanded Landfill which create circumstances of substantial danger to the environment or to the public health, safety or welfare. Such notice from the Health Department shall include a copy of the investigation or, in the absence of a written investigation report, an adequate description of the factual circumstances at the Landfill or the

Expanded Landfill triggering ADS' obligation and/or remediation required to be performed by ADS and an opportunity for ADS to perform such remediation within a reasonable time. The County shall have the right to call upon ADS to perform this Guaranty, but only in the event that ADS fails, without legal cause rising to the level of a defense to an action brought by or on behalf of the United States Environmental Protection Agency or by the IEPA, to provide such remediation. The County shall have the right to obtain from the McLean County Circuit Court, in the Court's discretion, an Order allowing the County to call upon ADS to perform pursuant to this Guaranty for the purposes set forth herein.

The County's right to call upon this Guaranty shall be in addition to any enforcement rights the County may have under this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

COUNTY: McLean County, Illinois

OPERATOR: ADS of Illinois, Inc.

By: _____
**Michael F. Sweeney, Chairman
McLean County Board**

By: _____
Its President

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

(Seal)

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2004
Combined Annual Appropriation and Budget Ordinance
Homeland Security Fund – Sheriff's Department 0029**

WHEREAS, the McLean County Board, on November 18, 2003, 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 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Sheriff's Department 0029; and,

WHEREAS, the Sheriff's Department is the designated coordinating agency for a grant in the amount of \$673,681.00 from the U.S. Department of Homeland Security to acquire a Mobile Command Vehicle, Decontamination Equipment and related security systems and equipment; and

WHEREAS, the Justice Committee, on Wednesday, September 1, 2004, approved and recommended to the County Board an Emergency Appropriation Ordinance to cover the cost incurred by the Sheriff's Department to meet the requirements of the Homeland Security grant; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is hereby directed to add the following appropriation in the amount of \$673,681.00 to the Homeland Security Fund XXXX in the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance.

Homeland Security Grant	
XXXX-0029-0029-0404.0008	<u>\$ 673,681.00</u>

2. That the County Auditor is hereby directed to add to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance the following appropriations in the Homeland Security Fund XXXX, Sheriff's Department 0029:

Operational Supplies	
XXXX-0029-0029-0621.0001	\$ 58,814.00
Purchase Machinery/Equipment	
XXXX-0029-0029-0838.0001	\$149,197.00

(2)

Purchase Radio/Equipment XXXX-0029-0029-0839.0001	\$106,000.00
Purchase of Vehicles XXXX-0029-0029-0840.0001	\$248,000.00
Purchase of Police Equipment XXXX-0029-0029-0841.0001	<u>\$111,670.00</u>
Total	<u>\$673,681.00</u>

3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

ADOPTED by the County Board of McLean County this 21st day of September, 2004.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

EA_SHER_HOMESEC
09/21/04

ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES

(Internal Use Only)

Standard

Contract # 0513549015

Department of Human Rights # _____

- A. 1. THIS CONTRACT is entered into between the Illinois Department of Children and Family Services, hereinafter referred to as the "Department," and ~~MCLEAN COUNTY OF~~ (Certified Name), MCLEAN COUNTY State's Attorney (Certified Name), ~~MCLEAN COUNTY JAIL~~ (DCFS name) - McLean County of (DCFS Name) hereinafter referred to as "Contractor,"
- Principal address at: 104 W FRONT ST, BLOOMINGTON, IL 61701-5005
- Mailing address at: 104 W FRONT ST, BLOOMINGTON, IL 61701-5005
2. Under this Contract, notice to the Department shall be sent to 406 East Monroe, Springfield, Illinois 62701, Attention: Director. Notice to the Contractor shall be sent to the principal address.
3. For any address change, the Contractor will give written notice of any change(s) of its principal office/ mailing address(es) at least 30 days in advance of the change.
4. Written notice of changes of name, ownership, taxpayer identification number or taxpayer certification should be provided at least 45 days in advance, and such changes may require new contracts to be written.

B. Federal Taxpayer Identification Number (FEIN) 37-6001569 OR Social Security Number _____

C. Legal Status (check only one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship (must use SSN) | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Foreign Corp Prtnrship, Trust or Estate |
| <input type="checkbox"/> Tax Exempt Hospital/Ext Care Facility | <input type="checkbox"/> Other (indicate type below): |
| <input type="checkbox"/> Corporation - Medical/Hlth Care | <input type="checkbox"/> Not-for-Profit Corporation |
| <input type="checkbox"/> Corporation - NO Medical/Hlth Care | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Governmental Entity | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Limited Liability Corporation | |

Taxpayer Certification:

Under penalties of perjury, the person signing this Contract on behalf of the Contractor personally certifies that the name, taxpayer identification number and legal status listed above are correct.

D. Contractor Fiscal Year
From 1/1/04 to 12/31/04

E. Contract Term
This Contract shall be effective on 7/1/2004 and shall expire on 6/30/2005

F. Contract Amount
The amount payable for services provided according to the conditions of the Description of Service is _____ estimated or a maximum of \$45,000.00
(If multiyear contract, see attached "Multiyear Schedule.")

G. Payment (choose either 1a or 1b to describe payment)

1a. \$ _____ The Department will pay the Contractor per _____ day, _____ hour, _____ week, _____ month, _____ quarter or _____ other unit (specify) _____

1b. The Department will pay per the payment rates listed on the attached "Rate Schedule."

RATE SCHEDULE

Rate Count	Pay Freq	Service Narrative	Begin Date	End Date	Type Serv	Rate Amount
01	MO	MISCELLANEOUS/EXTENDED SERVICE	7/1/2004	6/30/2005	5045	\$3,750.00

G. Payment (cont)

2. For payment, the Contractor shall submit to the Department invoice vouchers or reporting forms, as required by the Department, on a monthly basis, unless otherwise agreed. Such invoices or reporting forms shall be submitted within 30 days after the end of each month (unless otherwise stipulated in this contract) in which services are provided and shall include information to support the claim for payments, as may be requested by the Department.
3. The Department shall process vouchers for payment within 60 days of verification, except in the lapse period beginning July 1 at which time the Department shall make reasonable efforts to process vouchers for payment within 30 days of voucher verification.
4. The Contractor waives the right to full payment if vouchers, reporting forms or required supporting information are submitted later than 30 days after the end of the fiscal year or more than 30 days following the expiration or termination of the Contract, whichever is first.
5. The Contractor agrees that the Department reserves the right to correct any mathematical or computational error(s) in the payment subtotals or total contract obligation.

H. Services

1. The Contractor agrees to deliver services to the Department as stipulated in the "Description of Services" or "Program Plan."
2. The Contractor understands and agrees that when adoptive parents request the names of attorneys, the Contractor will refer adoptive parents to the Statewide Adoption Attorney Panel (SAAP) list that may be obtained by calling the DCFS Advocacy Office for Children and Families or by checking on the DCFS Website at www.state.il.us/dcfs. The Contractor shall inform the adoptive parents that if they choose an attorney not on the SAAP, he or she will be responsible for payment of the legal fees, however the adoptive parent may be eligible for reimbursement.
3. All services delivered by the Contractor shall comply with all Department rules, regulations, procedures, and protocols. Policy guides are hereby incorporated by reference and made a part of this contract. In the event of a conflict between a provision or provisions of the Contract and the Description of Services or Program Plan, the provisions of the Contract apply, unless specifically agreed by the parties in an attached addendum.
4. The Contractor agrees to notify the Department in writing within ten (10) days of service of summons on Contractor of an action against Contractor for any and all liability, loss, damage, cost or expenses including attorneys' fees, arising from the acts or omissions of the contractor and/or its employees and/or its subcontractors relating to services delivered by Contractor to the Department.

I. Subcontracts and Contract Reassignment

1. This contract or any part thereof, shall not be subcontracted, assigned or delegated without a signed subcontract on file with the Contractor. At its option, the Contractor may use the Subcontract Agreement Form (IL 418-968-10) for service subcontracts.
2. Subcontracted services shall be provided pursuant to a written contract between the subcontractor and the Contractor and shall be subject to all provisions contained in this Contract. The Contractor shall remain responsible and liable for the performance of any person, organization or corporation with which it contracts.
3. The Contractor understands and agrees that this Contract, or any portion of this Contract, may not be sold, assigned or transferred in any manner and that any actual attempted sale, assignment or transfer without prior written approval of the Department shall render this Contract immediately null and void.

J. Governing Law

This Contract, and all subcontracts entered into pursuant to this Contract, shall be governed by the laws of the State of Illinois and insofar as applicable, by related federal laws and regulations. The Contractor agrees to timely compliance with all local, state and federal laws, regulations, and standards.

K. Confidentiality

1. Except as may be required by state or federal law, regulation or order, the Contractor shall not release information concerning persons served by the Department without prior written approval of the Director of the Department, or designee.
2. The Contractor shall inform its employees and subcontractors of such confidentiality obligations, as well as the penalties for violation thereof, and shall assure their compliance therewith. The Contractor acknowledges that nothing herein prevents the Contractor from sharing any confidential information with the Department for youth for whom the Department has legal responsibility, and the Contractor is required to deliver said information to the Department upon request as allowable under state or federal law.

L. Liability

The Department assumes no liability for actions of the Contractor or the Contractor's employees or subcontractors under this Contract. Contractor agrees to hold the Department harmless against any and all liability, loss, damage, cost or expenses, including attorney's fees arising from the acts or omissions of the Contractor and/or its employees and/or subcontractors or from any violation of any of the state and federal laws and regulations, with which the Contractor has certified it is in compliance.

M. Ownership and Use of Certain Data, Information and Work Product

1. Performance by the Contractor may include access to and use of documents and data which may be confidential or considered proprietary to the Department or a Department Contractor, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Contract, would be adverse to the interest of the Department or others.
2. Materials created under this Contract by the Contractor, its employees, or subcontractors, individually or jointly with others, shall be considered "work made for hire" as defined by the U.S. Copyright Act.
3. Any reports, studies, publications, training manuals, participant materials, slides, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronic, magnetic or digital material and other work in whatever form shall be referred to as "the materials." The Department shall own all rights, title and interest in all of the materials conceived or created by the Contractor, or its employees, or subcontractors, either individually or jointly with others, that arise out of the performance of this Contract.
4. The Contractor shall, upon request of the Department, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials.
5. The Contractor shall provide the Department with all computer source code, object code, and all other documentation necessary to understand and use such codes.
6. The Contractor, its employees and any subcontractors, shall not copyright, copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Contractor's obligations under this Contract without the prior written consent of the Department's Director.
7. Upon expiration or termination of this Contract, all of the materials whether in paper, electronic or other forms shall be, at the option of the Department, delivered to the Department by the Contractor.

N. Record Keeping and Monitoring/Right to Audit Records

1. Pursuant to the Illinois Procurement Code, 30 ILCS 500/20-65, the Contractor agrees to the following:
 - a) The Contractor and all subcontractors shall maintain books and records necessary to support amounts charged to the Department under this Contract, or all of the subcontracts under this Contract. The books and records shall be maintained by the Contractor and all subcontractors for a period of three (3) years from the date of final payment under this Contract or the completion of this Contract or subcontract, whichever is later. However, the three (3) year period shall be extended for the duration of any audit in progress at the time of that period's expiration.
 - b) All books and records maintained per subsection 1a) of this Section shall be available for review and audit by the Auditor General and the Department. The Contractor and all of the Contractor's subcontractors under this Contract shall cooperate fully with any audit.
 - c) Failure of the Contractor or any of the Contractor's subcontractors under this Contract to maintain the books and records required by subsection 1a) of this Section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department for which required books and records are not available.
2. Department Rule 401.270 requires the Contractor to maintain general and financial, personnel and licensing records available for inspection by authorized persons from the Department for at least five (5) years due to federal claiming regulations (45 CFS 92.42).
3. The Contractor shall assist the Department in its functions of reviewing financial and programmatic records and monitoring and evaluating performances under this Contract. Except in emergency situations, the Department will attempt to notify the Contractor at least five (5) days prior to a review of Financial and Programmatic records relating to this Contract. The Contractor shall allow Department employees, federal officials authorized by the Director, and other qualified persons, total access to all financial and programmatic records relating to this Contract.
4. The Contractor's books of accounts shall be kept in accordance with the standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, or other methods which are consistent with generally accepted accounting principles
5. The Contractor shall keep true and accurate financial records reflecting all financial transactions pursuant to this Contract.

The Contractor shall maintain time and attendance records for all staff whose salaries are funded in whole or in part pursuant to this Contract and consistent with generally accepted business practices.

O. Good Standing

The Contractor certifies that it is in good standing as a business entity and is able to do business with the State of Illinois because of this good standing.

P. Office of the Inspector General

1. The Office of the Inspector General (OIG) of the Department has the authority to impound and have access to records and facilities without advance notice. The Contractor further agrees that, for the purposes of this section, documents and records include all computer, electronic and digital data.
2. In cooperation with the OIG, the Contractor agrees to the following:
 - a) To fully comply with requests or Notices of Impounding by the OIG for the production of documents and records.

- b) To refrain from removing, altering or tampering with documents requested or impounded by the OIG or that are the subject of a pending OIG investigation.
- c) To maintain any records identified by the OIG in a manner to prevent tampering, altering or removal by employees.
- d) To allow and encourage employees to speak to the OIG regarding pending investigations.

Q. Legal Ability to Contract

1. Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- a) Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this CONTRACT.
- b) Contractor is not in default on an educational loan (Section 3 of the Educational Loan Default Act, (5 ILCS 385/3).
- c) Contractor has informed the director of the Department in writing if contractor was formerly employed by the Department and has received an early retirement incentive under Section 14-108 3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).
- d) Contractor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (30 ILCS 500/50-5).
- e) No Contractor convicted of a felony shall do business with the State of Illinois from the date of conviction until five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- f) Contractor is not barred from being awarded a contract because the Contractor is delinquent in the payment of any debt to the State, unless Contractor has entered into a deferred payment plan to pay off the debt, and Contractor acknowledges the contracting state agency may declare the contract void if the certification is false (30 ILCS 500/50-11, effective July 1, 2002.)
- g) Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500-50-25).
- h) Contractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- i) Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerers, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- j) Contractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals and to entities with twenty-five (25) or more employees (30 ILCS 580).
- k) Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to Contracts that exceed \$10,000 (30 ILCS 582).

- l) Contractor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (720 ILCS 5/33E-3, 5/33E-4).
- m) Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having written sexual harassment policies (775 ILCS 5/2-105).
- n) Contractor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- o) The Contractor certifies that it is in compliance with the Pro-Children Act of 1994, (Public Law 103-227). The Contractor prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18 years of age which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).
- p) The Contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- q) No funds received under this Contract shall be used for attempting to influence federal legislation or to pay the salary or expenses of any individual engaging in said activity.
- r) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or 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.
- s) If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Contract, etc., the Contractor must also complete and submit timely, federal form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- t) If there are any indirect costs associated with this Contract, totally-lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.
- u) The Contractor must include the language of this certification in the award documents for all subcontracts. All subcontractors are required to be subject to and to comply timely with said certification and disclosure.
- v) This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. Sec. 1352 (1989). Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- w) The contractor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- x) The contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.
- y) The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this section. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

2. Conflicts of Interest

- a) Contractor has disclosed and agrees it is under a continuing obligation to disclose to the agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit contractor from having or continuing the contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force fee prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those, which may conflict in any manner with the contractor's obligation under this contract. Contractor shall not employ any person with a conflict to perform under this contract. If any conflict under Section 50-13 exists, no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code.
- b) An exemption is necessary if the person intending to contract with the State, their spouse or minor child:
 - Holds an elective office in Illinois;
 - Holds a seat in the Illinois General Assembly;
 - Is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or
 - Holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor. (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority).
 - The contract is with a firm, partnership, association or corporation in which a person receives more than 7 1/2% of the total distributable income or an amount in excess of the salary of the Governor.
 - The contract is with a firm, partnership, association or corporation in which a person, together with his/her spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor from the firm, partnership, association or corporation.

AA. Subcontracts

1. The Contractor shall ensure that the Subcontractor certifies in writing that all services to be provided by the subcontractor shall comply with all Department rules, regulations, procedures and policy guides.
2. To the extent that the contractor chooses a subcontractor that provides the same or similar service to the Department, the subcontract shall include a clause that states the subcontractor is not charging the contracting agency more per unit of service than it charges the Department for the same service.
3. All subcontracts shall be submitted to the Department for amendment into this contract.
4. All subcontracts shall list the name and addresses of all subcontractors.
5. All subcontracts shall identify the services and deliverables to be provided by the subcontractor.

PAGE 9 IS INTENTIONALLY LEFT BLANK AND SHOULD ACCOMPANY PROFESSIONAL AND ARTISTIC CONTRACTS.

THE DEPARTMENT AND THE CONTRACTOR AGREE TO THE FOLLOWING:

I. Termination

- A. Each party reserves the right to terminate this Contract at any time for any reason, upon 30 days written notice to the other party.
- B. This Contract is breached by the Contractor if it fails to perform any material act mandated by this Contract and, at that time, the Department may terminate this Contract immediately upon notice.
- C. Termination of this contract shall be effective upon the date notice is made. Notice of contract termination shall be made via CERTIFIED MAIL.
- D. Pursuant to the Illinois Procurement Code, 30 ILCS 500/20-60 (b), this Contract is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of this Contract.

II. Severability

In the event any provision of this Contract is declared void, voidable or otherwise unenforceable, then such provision, term or condition shall be severable from this Contract and this Contract shall otherwise be fully effective, binding and enforceable.

III. Authority to Execute and Bind

The person signing this Contract on behalf of the Contractor acknowledges that he/she has read and understands the terms herein and warrants that he/she has full power and authority to execute this Contract and bind the Contractor. If the Contractor is a corporation, the individual hereby warrants he/she has been granted such authority by resolution of the corporation's Board of Directors.

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

Date

ATTEST:

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

Date

ATTORNEY'S ACKNOWLEDGMENT

The undersigned Attorney ("Attorney") hereby (1) acknowledges the following requirement relative to providing services on behalf of the State's Attorney of McLean County, Illinois ("the State's Attorney") funded through an Intergovernmental Agreement between the State's Attorney and the Department of Children and Family Services of the State of Illinois ("DCFS") and (2) agrees to abide by and comply with all of said requirements attorney further agrees.

1. The following terms shall have the following definitions as used in this Acknowledgement:
 - a. "The Cases" are those requests made of Attorney by the State's Attorney to review case files to determine the appropriateness of prosecuting cases related to child abuse based upon the relevant laws of the State of Illinois, regardless as to whether or not any Charges are filed relative to any specific case file, and all such usual and customary duties associated with or required relative to such case files, and all resulting prosecutions of such case files as approved and directed by the State's Attorney.
 - b. "Charges" are any prosecutions of Cases, in whole or in part, by Attorney under the provisions of this Acknowledgement.
 - c. "Petitioner" shall include Plaintiff.
2. Attorney shall review, prepare and prosecute the Cases, which services shall include as to each Case guidance and counsel to the Children's Advocacy Center or McLean County; a review of the appropriateness of filing Charges; all necessary preparation and filing of the Charges, summons, subpoenas, notices, motions, all other necessary pleadings and Court filings; preparation for Court appearances including, but not limited to, research, interviews, conferences with caseworkers, witnesses, other attorneys; and all other duties normally and customarily associated with or required relative to, prosecution of such Cases; plus maintaining and preparing for transmittal to DCFS those records and reports as required by Paragraph 10 of this acknowledgement.
3. Attorney shall be housed and work full time at the Children's Advocacy Center in McLean County.
4. Attorney's direction and Case assignment shall be made by the State's Attorney, directly or through her/his designee, who shall have the sole discretion to decide if a Case shall be prosecuted, withdrawn or dismissed. Attorney shall at all times provide advice to the State's Attorney relative to said decisions.
5. Attorney shall at all times keep and maintain an active and in good standing status with the Attorneys' Registration and Disciplinary

Commission of the Supreme Court of the State of Illinois, shall immediately upon receipt of notification of same advise the State's Attorney of each and every change in such status and shall prior to performing any services hereunder deliver to the State's Attorney a copy of her/his current registration card issued by said Commission. At anytime that Attorney's license to practice law in the State of Illinois is suspended or revoked then this Acknowledgement and any and all agreements under which Attorney is to provide services to any Case(s) shall be immediately and automatically terminated; and Attorney shall immediately deliver to the State's Attorney written notice of said suspension or revoked and all materials as required by the terms of Paragraph 6 of this Acknowledgment.

6. All files, records, notes, and evidence which comes into the possession of Attorney in the performance at Attorney's duties under this acknowledgement shall at all times be and remain the property of the State's Attorney provided that Attorney specifically agrees to deliver to the State's Attorney all such files, records, notes and evidence immediately upon demand from the State's Attorney and/or upon the termination of this Acknowledgment. Attorney may retain for his/her records, copies of said files and records at his/her expense.
7. Upon the completion of a Case for any reason, including but not limited to, the decision to not file Charges, dismissal of Charges, withdrawal of Charges, conviction of Charges, acquittal of Charges, granting of Charges or denial of Charges, Attorney shall immediately notify the State's Attorney, and any designated head of the Juvenile Division of the State's Attorney's Office, of the occurrence of such event together with a summary report explaining same.
8. During the term of this Acknowledgment, and for so long thereafter as Attorney remains the attorney on the Court's record relative to any pending Charges filed and/or prosecuted, in whole or in part, by Attorney pursuant to this or any proceeding or subsequent similar Acknowledgment, Attorney shall not:
 - a. Represent, counsel, advise or otherwise professionally interact with any other client in any proceeding in which DCFS, the Director, the Guardianship Administrator, the Inspector General or any other employee of DCFS is a adverse party in her/his official capacity; nor
 - b. Represent, counsel, advise or otherwise professionally interact with any other client in any proceeding in any Juvenile Court or any proceeding in any other Court in which the State's Attorney is the legal advocate for an adverse party.

9. All appeals received by the Attorney relative to any Case or the prosecution of any appeals on behalf of the Petitioner(s) in any Case shall be immediately tendered by Attorney to the State's Attorney for referral to the State's Attorney Appellate Prosecutor. All decisions as to whether or not an adverse decision to any Petitioner shall be appealed shall at all times remain within the sole discretion of State's Attorney. Attorney shall not be obligated under this Acknowledgment to defend or prosecute any appeal of relative to any Petition as to which Attorney has provided any service under this Acknowledgment. Attorney shall cooperate with the State's Attorney and the State's Attorney Appellate Prosecutor relative to any appeal relative to any Charges as to which Attorney has provided any service under this Acknowledgment.
10. Attorney shall at all times during the term of this Acknowledgment keep a current record of all of the Cases referred to her/him by the State's Attorney and for each said Case the following information at a minimum shall be so maintained; the date the case was referred to Attorney; the date any Charges were filed with the Court; the date, purpose and result of each hearing held relative to the Charges; the date and purpose of each hearing scheduled to be held relative to the Charges; and a general summary of all other activities engaged in by Attorney relative to the Case and/or the Charges. Upon request made by the State's Attorney, or her/his designee, and at least with five (5) calendar days after the end of each calendar month, said information shall be presented to the State's Attorney, who is required to provide such information to the General Counsel of DCFS and the local Regional Counsel of DCFS, each, within ten (10) calendar days after the end of each calendar month.
11. All Court hearing scheduled relative to each Case assigned to Attorney by the State's Attorney shall be attend and directly handled by Attorney. No such responsibility shall be assigned to any other attorney at law without the express advance permission of the State's Attorney.
12. The State's Attorney represents that DCFS has agreed that all of its employees will at all times fully and completely cooperate with Attorney in fulfillment of her/his duties under this Acknowledgment.
13. In any case in which the Court dismisses or denies in whole or in part any Charges, Attorney shall within five (5) calendar days of receipt of such order provide to the State's Attorney, with a copy directed to the General Counsel of DCFS and the local Regional Counsel of DCFS, each, a written report of the reasons for said denial together with a copy of the written order.
14. Attorney shall submit monthly to the State's Attorney all information necessary to permit the State's Attorney to timely complete a CFS 1042

form "entitled" Department of Children and Family Services Billing Summary" relative to the services performed by Attorney under this acknowledgment.

15. Upon the termination of this Acknowledgement, Attorney shall in a timely manner take all reasonable steps necessary to withdraw as attorney on the record of the Court relative to all pending Charges relative to any of the Cases.
16. At all times Attorney shall perform all services relative to the Cases in due course using all professional skill and judgment normally exercised by a duly licensed attorney in the State of Illinois.

Attorney and the State's Attorney must each initial the applicable Paragraph 17. One alternative Paragraph 17 must be initialed by both Attorney and the State's Attorney before this Acknowledgment is valid.

_____ 17. (A) Attorney's employment capacity in performing services under this Acknowledgment shall at all times be that of Special Prosecutor and independent contractor and not as either an employee of DCFS, as an agent of DCFS or an employee of the State's Attorney. Attorney shall not be entitled to any benefits or any kind or nature whatsoever available to employees of DCFS or employees of the State's Attorney.

(B). At all times during the term of the Acknowledgement and for at least two (2) calendar years after termination of this Acknowledgment, Attorney shall maintain at her/his cost a policy of professionally liability insurance covering the services to be performed under this Acknowledgment providing for single occurrence coverage of at least \$1,000,000.00; and a current copy of proof of such coverage issued by the company providing such insurance be filed during all said times with State's Attorney, the General Counsel of DCFS and the local Regional Counsel of DCFS, each.

(C). Attorney agrees that any meetings or conferences with witnesses, caseworkers and others involved in the prosecution of the Cases shall take place in McLean County, Illinois, unless said duties can be efficiently and appropriately done by telephone or other reasonable communication, or unless the person(s) with whom Attorney must meet are closer in distance to Attorney's office location, if Attorney represents that her/his office location is _____, _____ County, Illinois.

(D). All compensation and reimbursement of expenses to be paid to Attorney for the performance of services relative to the Cases shall be the sole responsibility of the State's Attorney and DCFS shall have no responsibility of any kind or nature whatsoever to Attorney relative to the Cases except for cooperation as referred to in Paragraph 12 of this Acknowledgment.

(E). Attorney shall at all times in the performance of services under this Acknowledgment comply with all laws, including but not limited all laws relative to non-discrimination in employment, applicable to persons performing business in the State of Illinois.

VA 17 (A). Attorney's employment capacity in performing services under this Acknowledgment shall at all times be that of an assistant State's Attorney in the office of the State's Attorney located at the Children's Advocacy Center of McLean County. Attorney shall not be entitled to any benefits of any kind or nature whatsoever available to employees of DCFS.

(B). This Acknowledgement shall immediately automatically be terminated upon the termination of Attorney's employment as an Assistant State's Attorney in the office of the State's Attorney located at the Children's Advocacy Center of McLean County.

(C). Attorney's performance under this Acknowledgement will be evaluated solely in the discretion of the State's Attorney; and, Attorney's employment as an assistant State's Attorney in the office of the State's Attorney located at the Children's Advocacy Center of McLean County may be continued or terminated regardless of the performance or lack of performance of Attorney relative to the requirements of this Acknowledgment.

(D). Attorney acknowledges the requirements of the Intergovernmental Agreement existing between the State's Attorney and DCFS requiring the State's Attorney to provide services of the kind and nature provided for in this Acknowledgement relative to the Cases provided for this Acknowledgement relative to the Cases and agrees to abide by and comply with all of said requirements.

Date 8/24/04

Attorney

W

Initial next
to mine +
Sign by Atty.

This Contract and the attachments herein contain all the terms and conditions agreed to by the parties. No other agreement regarding the subject matter of this Contract shall vary unless agreed to in writing and signed by all parties, with the exception that contract rates may be adjusted by written notification based on Department Rule 356, Rate Setting or applicable rate setting rules of other state agencies. This Contract shall not be binding and enforceable unless signed by all parties, including the Director of the Department.

IL DEPARTMENT OF CHILDREN & FAMILY SERVICES

Regional Administrator, Date
Deputy Director, Executive Staff

DCFS Director Date

If the amount of this Contract is in the amount of \$250,000 or more in a fiscal year, or order against a master contract in the amount of \$250,000 or more in a fiscal year, this Contract shall not be binding and enforceable until it is also approved and signed in writing by the Chief Legal Counsel and Chief Fiscal Officer of the Department in accordance with 30 ILCS 105/9.02.

The following signatures approve the expenditures identified within the attached Contract:

DCFS Chief Legal Officer Date

DCFS Chief Fiscal Officer Date

CONTRACTOR

Contractor Authorized signature Date

Name (please print)

Title (please print)

104 W FRONT ST, BLOOMINGTON, IL 61701-5005
Address

(000) 000-0000 () _____
Telephone # Fax #

Attachments:

- Budget
- Exhibit E
- Other _____
- Exhibit C

- Day Care Supplmnt C
- Day Care Supplmnt E
- Site Administered Day Care Program Plan
- Child Rate Exception Form
- Day Care Supplmnt D
- Day Care Supplmnt F

RECEIVED

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
OF THE STATE OF ILLINOIS**

**AND
MCLEAN COUNTY, ILLINOIS**

ASG 16 2004
STATES ATTORNEY'S OFFICE
MCLEAN COUNTY

The Department of Children and Family Services of the State of Illinois ("DCFS") and McLean County, Illinois ("County"), a political subdivision of the State of Illinois, hereby enter into this Intergovernmental Agreement ("this Agreement"), each agreeing as follows:

A. SERVICES

1. The County shall hire and provide to DCFS an Assistant State's Attorney whose services shall be dedicated exclusively to the needs associated with child abuse matters arising in McLean County. Such services shall be varied and include, but not be limited to, the following:
 - a. The prosecution of cases related to child abuse and all such usual and customary duties associated with or required relative to such cases. The prosecution services shall be of a limited nature and considered as only a component of the services contemplated herein.
 - b. Consultation with DCFS agents or employees relative to pending investigations and ongoing cases.
 - c. Provide guidance, counsel and, as necessary, legal training services to case workers or other representatives of DCFS, the Court Appointed Special Advocate ("CASA"), the Children's Advocacy Center of McLean County, and such other provider agencies or community constituencies as needed.
 - d. Such other services as reasonably related to child abuse matters or issues.

B. REQUIREMENT FOR ADDITIONAL FULL DEDICATED ATTORNEY

1. The County and DCFS acknowledges that this Agreement is to permit the County to provided an additional full time employee or independent contractor ("the Attorney") to serve under the direction and supervision of McLean County State's Attorney ("SA") for the purposes specified in Section A hereinabove.
2. The Attorney shall be licensed to practice law in the State of Illinois, and the State's Attorney shall provide so certify in writing to DCFS general counsel. The services provided by the Attorney shall be in addition to those ordinarily provided by the State's Attorney's Office.

C. TERMS AND PAYMENTS

1. The term of this Agreement is from July 1, 2003 through June 30, 2004 unless terminated prior thereto in accordance with the terms of this Agreement.

(A) DCFS will pay to County for the term of this Agreement for legal and support services provided under this Agreement the sum of \$ 45,000.00 to be paid in twelve (12) equal installments, one (1) installment for each calendar month of the term of this Agreement, of \$ 3,750.00, each, with each said payment to be processed upon receipt of a properly completed CFS 1042 form entitled "Department of Children and Family Services Billing Summary" relative to the services provided by County under this Agreement. If this Agreement is terminated by either DCFS or County prior to the completion of the term of this Agreement, then no payment shall be paid, or payable, to County by DCFS for any time after said termination. If said termination occurs prior to the last day of any calendar month, then the payment installment for that calendar month shall be made in a prorated amount based upon the number of calendar days of said month which transpired prior to said termination.

(B) County agrees that all monies received by it from DCFS pursuant to this Agreement shall be used for salary or contractual wage payments for the Attorney; and that none of said monies will be used to provide employee benefits of any type including, but not limited to, any type of insurance, any employer liability for any type of payroll related taxes, and any retirement benefits.

(C) The Attorney shall be located, and on office provided for, at the Child Advocacy Center. All office equipment and supplies, including a computer, telephone costs, facsimile charges, as well as secretarial and staff support, shall likewise be provided by and the responsibility of the Child Advocacy Center.

(D) All expenses related to the prosecution of cases including, but no limited to, filing fees, service fees, publication costs, subpoena charges, witness fees, exhibit preparation fees, and court reporter charges shall be the responsibility of the County. In addition, the County shall provide clerical support for any court related documents or correspondence.

(E) DCFS and County each acknowledges that the Illinois Procurement Code, 30 ILCS 500/1-1 et seq., does not apply to this Agreement.

(F) County represents that its Federal Tax Identification number is 37-6001569.

D. LEGAL SERVICES

1. All legal services to be supplied by County under this Agreement shall be provided through the office of the State's Attorney.
2. Attorney shall at all times be under the supervision and direction of the State's Attorney, or her/his designee. The SA, however, shall from time to time consult with CASA relative to the Attorney's duties and responsibilities. At no time shall Attorney be, or be considered to be, an employee of DCFS or a contractor with DCFS.
3. Prior to permitting any attorney to perform any services as Attorney relative to this Agreement, County shall transmit to DCFS through its General Counsel an Attorney's Acknowledgment duly executed by the attorney in that form as is attached hereto, marked as Attachment A and incorporated herein by reference. Thereafter, County, through the State's Attorney, shall require each Attorney performing services under this Agreement to at all times timely comply with the terms of said Attorney's Acknowledgment. It is the specific agreement of County, including the State's Attorney, and DCFS that each requirement set forth on said Attorney's Acknowledgment is a requirement of this Agreement and any non-compliance by any attorney with any of said requirements shall, at the sole election of DCFS, be just cause for immediate termination of this Agreement by DCFS under the terms of this Agreement.
4. The Case assignment and any guidance thereto given to the Attorney performing services under this Agreement shall be made by the State's Attorney, or her/his designee, who shall have the sole discretion to decide which Cases shall be prosecuted, withdrawn or dismissed as required by the Illinois Juvenile Court Act.
5. The State's Attorney shall require that all Court hearings scheduled relative to each of the Cases shall be attended and directly handled by the Attorney assigned to that particular Case by the State's Attorney. No such responsibility shall be assignable to any other attorney at law without the express advance permission of the State's Attorney.
6. The State's Attorney agrees that upon termination of this Agreement the State's Attorney will continue to diligently and professionally prosecute all then pending Petitions requesting termination of parental rights which are subject to the terms of this Agreement without any compensation in excess of that compensation provided for herein.

E. SELECTION OF PERSONNEL

1. The State's Attorney shall transmit to DCFS a proof of license and a summary resume of each licensed attorney anticipated to be provided by County as an Attorney in the performance of any of the services to be provided under this Agreement at least fifteen (15) calendar days prior to the hiring and/or assignment of such individual to perform such services as Attorney.

2. Each licensed attorney submitted by the State's Attorney to DCFS for consideration to be hired/and or assigned to perform any services required under this Agreement shall be subject to approval by DCFS as being duly qualified, including educationally, ethically and professionally, to perform the services required under this Agreement prior to the State's Attorney directing or permitting that licensed attorney to perform any such services as an Attorney.

3. DCFS shall have no responsibilities relative to the hiring, direction, supervision, discipline or termination of any Attorney or any other support personnel provided by the State's Attorney to perform any of the services to be provided under this Agreement. DCFS may participate in any such activities at the request of the State's Attorney, provided that the State's Attorney shall at all times have the sole right and responsibility to make such decisions.

4. Excluding monies provided by DCFS for the salary of the attorney, all terms of employment and/or contract between County and each attorney contemplated herein shall be solely bargained for, and provided by, County.

F. REPORTING REQUIREMENTS

1. The State's Attorney shall at all times during the term of this Agreement keep a current record of all of the Cases transmitted to her/him by DCFS and for each said Case the following information at a minimum shall be so maintained; the name of Attorney to whom the Case is assigned; the date the case was referred to Attorney; the date any Petition was filed with the Court; the date, purpose and result of each hearing held relative to the Petition; the date and purpose of each hearing scheduled to be held relative to the Petition; and a general summary of all other activities engaged in by Attorney relative to the Case and/or the Petition. Upon request of either the General Counsel of DCFS or the local Regional Counsel of DCFS, and at least within ten (10) calendar days of the end of each calendar month, the State's Attorney shall deliver said information in writing to the General Counsel and local Regional Counsel of DCFS, each.

2. Upon the completion of a Case for any reason, including but not limited to, the decision to not file a Petition, the granting of the Petition, the denial of the Petition, the dismissal of the Petition, or the withdrawal of the Petition, the State's Attorney shall immediately notify the General Counsel and the local Regional Counsel of DCFS, each, of the occurrence of such event together with a summary written report explaining same.

G. APPEALS

1. All decisions as to whether or not an adverse decision to the Petitioner(s) in any Case shall be appealed shall at all times remain within the sole discretion of the State's Attorney. The State's Attorney shall cooperate with the State's Attorney Appellate Prosecutor relative to any appeal of any Petition as to which County has provided any service under this Agreement. No Attorney shall be obligated by County to defend or prosecute any appeal of any Petition as to which that Attorney has provided any service under this Agreement. Nothing in this Agreement shall prevent the State's Attorney from hiring or directing any such Attorney to provide services relative to any such appeal under the terms of any other agreement.

H. OWNERSHIP OF FILE MATERIALS

1. All files, records, notes, and evidence which come into the possession of any individual in the performance of the State's Attorney's duties under this Agreement shall at all times be and remain the property of the State's Attorney provided that the State's Attorney specifically agrees that upon written request from either the General Counsel or local Regional Counsel of DCFS, the State's Attorney will deliver to DCFS within a reasonable time period, not to exceed ten (10) calendar days, copies of any such files, records, notes or evidence so requested. County and DCFS each agrees that the provisions of this Paragraph H shall survive the termination of this Agreement.

I. TERMINATION

1. County and DCFS each agrees that this Agreement shall automatically terminate at the expiration of the term set forth in Paragraph C.1 herein.

2. DCFS may immediately terminate this Agreement at any time, with or without cause, by written notice delivered to County through the State's Attorney or the Chairman, or other presiding officer, of County's governing body.

3. County or the State's Attorney may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days written notice delivered to the DCFS General Counsel.

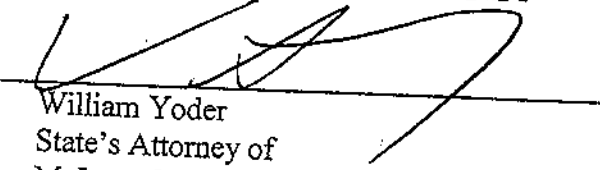
J. GENERAL PROVISIONS

1. DCFS represents to County that DCFS's employees will at all times fully and completely cooperate with each Attorney and other personnel provided by County to perform any of the services to be provided under this Agreement in fulfillment of her/his duties under this Agreement.
2. County agrees to, and shall, indemnify, save and hold harmless DCFS from any claim made against DCFS, including, but not limited to, reasonable attorneys fees and litigation costs, by any individual or other entity relative to either non-hiring for any position to provide services under this Agreement, discipline while providing services under this Agreement, termination from any position providing services under this Agreement, any prosecution of any Petition brought by or at the direction of the State's Attorney under this Agreement, any refusal by the State's Attorney to file a Petition under this Agreement and/or any appeal of any decision rendered in any matter prosecuted, in whole or in part, by the State's Attorney or any other individual under this Agreement.
3. County and DCFS each agrees that venue for all litigation concerning this Agreement brought by County against DCFS shall lie in the Court of Claims of the State of Illinois; and, venue for all other litigation concerning this Agreement, including all litigation concerning this Agreement brought by DCFS against County, shall lie in the Circuit Court of Sangamon County, Illinois.
4. County and DCFS each agrees that this Agreement may be modified only by written document executed by both County and DCFS.
5. County and DCFS each agrees that in the event that any term, condition or provision of this Agreement is determined to be invalid or unenforceable for any reason, then all other terms, conditions and provisions of this Agreement shall remain valid and enforceable between County and DCFS.

Dated this 23rd day of August, 2004.

MCLEAN COUNTY STATE'S ATTORNEY

BY:


William Yoder
State's Attorney of
McLean County, Illinois

By executing this Agreement I personally acknowledge and represent that I have heretofore received sufficient authorization and direction from McLean County, Illinois to execute this Agreement on behalf of said County and to bind said County to the terms, conditions and provisions of this Agreement.

[Signature]
(Signature)

348-38-8518
(Social Security Number)

William A. Yoder
(Print Name)

State's Attorney
Title

104 W. Front St. Rm 605
Street Address

Bloomington 61701
City and ZIP Code

THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES OF THE STATE OF ILLINOIS

By: Elizabeth F. Yore, General Counsel

Date

By: Bryan Samuels, Director

Date

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

Date

ATTEST:

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

Date

RESOLUTION of the McLEAN COUNTY BOARD
APPROVING THE RECOMMENDATION
OF THE SOLID WASTE TECHNICAL AND POLICY COMMITTEE

WHEREAS, the Solid Waste Technical and Policy Committee met to review a grant application received for the Solid Waste Management Plan program; and

WHEREAS, the Town of Normal and the Ecology Action Center have been working with Central Illinois Access, a social service agency in Peoria, to provide electronics recycling for businesses and residents throughout McLean County since February 2002; and

WHEREAS, the cost to Central Illinois Access for transportation and disposal of monitors has increased significantly; and

WHEREAS, the Town of Normal and the Ecology Action Center have negotiated a contract, in the Town of Normal name, with Central Illinois Access for \$4,200 per year to provide electronics recycling which includes \$1,200 for transportation and \$3,000 for monitor disposal; and

WHEREAS, the Solid Waste Technical and Policy Committee recommended that a grant application be approved for funding electronics recycling from the County's Solid Waste Management Fund to the Town of Normal:

WHEREAS, the Land Use and Development Committee, at its regular meeting on September 2, 2004, recommended approval of the recommendation received from the Solid Waste Technical and Policy Committee; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, approves a grant of \$4,200 to the Town of Normal to provide electronics recycling from the County's Solid Waste Management Fund for one year.

The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of Building and Zoning, the Town of Normal public works director, the Ecology Action Center and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 21st day of August, 2004.

ATTEST:

APPROVED:

Peggy Ann Milton, County Clerk
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

Application for Waste Reduction, Reuse, and Recycling Project

McLean County Solid Waste Program

I. APPLICANT INFORMATION

Organization Ecology Action Center/Town of Normal

Name of Program or Proposed Project Electronics Recycling

Contact Name Michelle Covi Position Director

Address 202 W. College Ave. Normal, IL 61761

Phone 454-3169 Fax 454-7508

E-Mail eac@ecologyactioncenter.org

Organization description:

Municipality School

Non-profit organization

FEIN 37-1157100

Other _____

II. PROJECT SUMMARY

Give a brief summary of your existing or proposed program and what you would like to accomplish with the Solid Waste Program Grant funds.
(Use additional paper if needed)

The Ecology Action Center and the Town of Normal have been working with Central Illinois Access, a social service agency in Peoria to provide Electronics Recycling since February 2002. In 2002, CIA accepted 68 tons of material from our community and in 2003, 61 tons was accepted at drives, while another 11 tons was accepted from local businesses and institutions in McLean County. These materials are repaired, reused or recycled. Many computers and electronics are donated to people with low income and disabilities and used for training. We feel that this has been an extremely successful program that has benefited people from all over McLean County.

The Town of Normal received funding from the McLean County Solid Waste Program in 2003 to offset some of the transportation costs incurred by Central Illinois Access in providing this service and continues to provide a forklift driver and use of their facilities for these drives. The EAC coordinates publicity and provides volunteers. In June 2004, Central Illinois Access informed us that their costs were rising for transportation and disposal of monitors such that they could not provide the service free for our community any longer. Using data from the last two years of collection, the Town of Normal and the EAC negotiated an amount of \$4200 (\$1200 for transportation and \$3000) for monitor disposal with Central Illinois Access for a one-year period starting July 1, 2004.

An EMERGENCY APPROPRIATION Ordinance
 Amending the McLean County Fiscal Year 2004
 Combined Annual Appropriation and Budget Ordinance
 McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085

WHEREAS, the McLean County Board, on November 18, 2003, 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 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

WHEREAS, pursuant to the approval of the McLean County Board, the McBarnes Building was declared surplus property and sold on October 30, 2003 by sealed bid/auction sale to the highest bidder for \$400,000.00; and,

WHEREAS, the sale of the McBarnes Building to the highest bidder was closed on March 1, 2004; and,

WHEREAS, the County's General Corporate Fund 0001 carries an outstanding receivable due from the McBarnes Building in the amount of \$100,009.63, said amount being the balance due to the General Corporate Fund 0001 for the repair and renovations of the McBarnes Building that were financed and completed by the County in 1976; and,

WHEREAS, the net proceeds from the sale of the McBarnes Building are sufficient to retire this outstanding receivable in the amount of \$100,009.63 due to the County's General Corporate Fund 0001; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, September 2, 2004 recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance to appropriate the sum of \$100,009.63 and retire the outstanding receivable due to the County's General Corporate Fund 0001; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to add the following revenue line-item account appropriations to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
McBarnes Building Capital Lease Fund 0350			
0350-0085-0091-0400.0000			
Unappropriated Fund Balance	\$0.00	\$100,009.63	\$100,009.63
 General Corporate Fund 0001			
0001-0001-0001-0450.0011			
Transfer from Other Funds	\$0.00	\$100,009.63	\$100,009.63
TOTAL:	\$0.00	<u>\$100,009.63</u>	<u>\$100,009.63</u>

- (2) That the County Auditor is hereby directed to add the following expenditure line-item account appropriations to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
McBarnes Building Capital Lease Fund 0350			
0350-0085-0091-0999.0001			
Interfund Transfer	\$0.00	\$100,009.63	\$100,009.63

(2)

TOTAL: \$0.00 \$100,009.63 \$100,009.63

(3) That the County Auditor and County Treasurer are hereby further directed, upon receipt of this approved and executed Emergency Appropriation Ordinance, to make the necessary Fiscal Year 2004 general ledger journal entries to retire the outstanding receivable in the amount of \$100,009.63 due to the County's General Corporate Fund 0001.

(4) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

ADOPTED by the County Board of McLean County this 21st day of September, 2004.

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 2004
 Combined Annual Appropriation and Budget Ordinance
 McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085

WHEREAS, the McLean County Board, on November 18, 2003, 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 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

WHEREAS, pursuant to the approval of the McLean County Board, the McBarnes Building was declared surplus property and sold on October 30, 2003 by sealed bid/auction sale to the highest bidder for \$400,000.00; and,

WHEREAS, the sale of the McBarnes Building to the highest bidder was closed on March 1, 2004; and,

WHEREAS, the McLean County Board, at its regular meeting on April 20, 2004, approved a Resolution Approving and Authorizing Financing to complete the Repair and Renovation of the Dome and Roof Areas of the Old McLean County Courthouse (the "Resolution"); and,

WHEREAS, the Resolution stipulates in paragraph 2 that the net proceeds of the sale of the McBarnes Memorial Building be used to complete the repair and renovation of the Dome and Roof areas of the Old McLean County Courthouse; and,

WHEREAS, the McLean County Board, at its regular meeting on June 15, 2004, approved an Amendment to an Intergovernmental Agreement (the "Agreement") between the Public Building Commission of McLean County, Illinois (the "PBC") and the County; and,

WHEREAS, the Agreement stipulates in paragraph 2 that the County agrees to pay to the PBC the sum of \$226,000.00 and the PBC agrees to apply all of said funds toward the dome and roof repair project at the Old County Courthouse; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, September 2, 2004 recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance to appropriate the sum of \$226,000.00 now due and payable to the PBC; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to add the following revenue line-item account appropriations to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
McBarnes Building Capital Lease Fund 0350 0350-0085-0091-0400.0000			
Unappropriated Fund Balance	\$0.00	\$198,663.00	\$198,663.00
General Corporate Fund 0001 0001-0001-0001-0400.00			
Unappropriated Fund Balance	\$0.00	\$ 27,337.00	\$ 27,337.00
TOTAL:	\$0.00	<u>\$226,000.00</u>	<u>\$226,000.00</u>

(2)

- (2) That the County Auditor is hereby directed to add the following expenditure line-item account appropriations to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
McBarnes Building Capital Lease Fund 0350 0350-0085-0091-0768.0001 PBC Reimbursement	\$0.00	\$226,000.00	\$226,000.00
TOTAL:	\$0.00	<u>\$226,000.00</u>	<u>\$226,000.00</u>

- (3) That the County Auditor is hereby further directed, upon receipt of this approved and executed Emergency Appropriation Ordinance, to make the necessary Fiscal Year 2004 budget amendment and to prepare a check in the amount of \$226,000.00 payable to the Public Building Commission of McLean County.

- (4) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

ADOPTED by the County Board of McLean County this 21st day of September, 2004.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board