

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

September 20, 2005

*Subject to approval at  
October 18, 2005  
County Board Meeting*



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**September 20, 2005**

The McLean County Board met on Tuesday, September 20, 2005 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Chairman Sweeney stated the following: I just want to recognize that our Member Berglund was appointed chairperson of the NACo Subcommittee for the Environmental Energy and Land Use Steering Committee. Congratulations.

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

**The following Members answered to roll call:**

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

**No Members were absent.**

**Public Hearings:**

Chairman Sweeney stated the following: the next thing on the agenda is the public hearings. We have to go through two of them and I have to read this and the legal beagles are such that they almost sound the same. The first one is the bond issue.

Chairman Sweeney read the following:

PUBLIC HEARING:  
BOND ISSUE NOTIFICATION ACT

In order for the County of McLean, Illinois, to approve and authorize execution of a Lease Agreement between the County of McLean, Illinois, and the Public Building Commission of McLean County, Illinois, Illinois law requires that a Bond Issue Notification Act public hearing be called and held by the McLean County Board. The purpose of the Bond Issue Notification Act public hearing is to provide public notice and allow public comment on the County's intention to enter into a proposed Lease Agreement in the principal amount of \$10,000,000.00 between the County of McLean, Illinois, as lessee, and the Public Building Commission of McLean County, Illinois, McLean County, Illinois, as lessor, relating to the renovation and improvements to the McLean County Law and Justice Center, 104 West Front Street, Bloomington, Illinois.

Pursuant to State law, notice of the Bond Issue Notification Act public hearing was duly published in *The Pantagraph*, the same being a newspaper of general circulation in the County, on September 2, 2005, and said notice has also been published in the County Board Agenda for the Board's regular meeting on Tuesday, September 20, 2005.

The proposed Lease Agreement in the principal amount of \$10,000,000.00 between the County of McLean County, Illinois, as lessee, and the Public Building Commission of McLean County, Illinois, McLean County, Illinois, as lessor, will provide for the renovation and improvements to the McLean County Law and Justice Center, 104 West Front Street, Bloomington, Illinois, a building that is currently leased by the County from the Public Building Commission of McLean County, Illinois, and is used to house the Eleventh Judicial Circuit Court, McLean County, Illinois,

various County offices and the McLean County Adult Detention Center. The proposed payment schedule under the Lease Agreement is structured to defer lease payments until the final Lease payments under the present lease agreement between the County and the Public Building Commission are paid off in 2007. This proposed structure will insure that the County's lease payments to the Public Building Commission do not increase until the outstanding debt for the Law and Justice Additions (1988-1989) are retired.

At this time, pursuant to the provisions of the Bond Issue Notification Act, any person or persons desiring to offer testimony or comment for or against the proposed Lease Agreement in the principal amount of \$10,000,000.00 will now be given an opportunity to come forward at this time.

Chairman Sweeney asked if there were any persons who wished to come forward. There were none.

At this time, pursuant to the provisions of the Act, all persons present who wish to file written comments will now be given an opportunity to file the written statements with the County Clerk.

Chairman Sweeney asked if there were any persons who wished to come forward. There were none.

If there is no additional testimony or comment to be presented at this time, a Motion to Adjourn the Bond Issue Notification Act public hearing is in order.

Members Sorensen/Renner moved to adjourn the Bond Issue Notification Act public hearing. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Chairman Sweeney read the following:

PUBLIC HEARING:  
PUBLIC BUILDING COMMISSION ACT

The Public Building Commission Act requires that a public hearing be called and held in connection with the proposed Lease Agreement in the principal amount of \$10,000,000.00 between the County of McLean, Illinois, as lessees, and the Public Building Commission of McLean County, Illinois, McLean County, Illinois, as lessor, relating to the renovation and improvements to the McLean County Law and Justice Center, 104 West Front Street, Bloomington, Illinois.

Pursuant to State law, notice of the Public Building Commission Act public hearing was duly published in *The Pantagraph*, the same being a newspaper of general circulation in the County, on September 2, 2005, and said notice has also been published in the County Board Agenda for the Board's regular meeting on Tuesday, September 20, 2005.

The proposed Lease Agreement in the principal amount of \$10,000,000.00 between the County of McLean County, Illinois, as lessee, and the Public Building Commission of McLean County, Illinois, McLean County, Illinois, as lessor, will provide for the renovation and improvements to the McLean County Law and Justice Center, 104 West Front Street, Bloomington, Illinois, a building that is currently leased by the County from the Public Building Commission of McLean

County, Illinois, and is used to house the Eleventh Judicial Circuit Court, McLean County, Illinois, various County offices and the McLean County Adult Detention Center. The proposed payment schedule under the Lease Agreement is structured to defer lease payments until the final Lease payments under the present lease agreement between the County and the Public Building Commission are paid off in 2007.

At this time, pursuant to the provisions of the Public Building Commission Act, any person or persons desiring to offer testimony or comment for or against the proposed Lease Agreement in the principal amount of \$10,000,000.00 will now be given an opportunity to come forward at this time.

Chairman Sweeney asked if there were any persons who wished to come forward. There were none.

At this time, pursuant to the provisions of the Act, all persons present who wish to file written comments will now be given an opportunity to file the written statements with the County Clerk.

Chairman Sweeney asked if there were any persons who wished to come forward. There were none.

If there is no additional testimony or comment to be presented at this time, a Motion to Adjourn the Public Building Commission Act public hearing is in order.

Members Owens/Moss moved to adjourn the Public Building Commission Act public hearing. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

**Consent Agenda:**

Chairman Sweeney asked if there were any items to be removed from the Consent Agenda. Member Segobiano asked that the Appointment of Earl C. Kingman be removed.

The amended Consent Agenda read as follows:

1. Consent Agenda:
  - A. Approval of the Proceedings of the County Board, August 16, 2005
  - B. County Highway Department – Jack Mitchell, County Engineer
    - 1) Request Approval of Letting Results from August 31, 2005, County and Township Projects
    - 2) Request Approval of Engineer’s Agreement and Petition – Gridley Road District, Schlipf Bridge – Sec. 05-18130-00-BR
    - 3) Request Approval of Resolution for Improvement – Ireland Grove Road, Sec. 04-00157-01-SM
  - C. Building and Zoning – Phil Dick, Director
    - 1) Zoning Cases:
      - a) Request Approval of Application in Case SU-05-16, parcel (18) 07-06-100-0006 for a Special Use to allow a Public Stable accessory to a single family residence in the Agriculture District on property which is located in Hudson Township at 2643 County Road 525 North, El Paso, IL
    - 2) Subdivision Cases:
      - a) Request Approval to amend the Preliminary Subdivision Plan that was approved by the County Board on July 27, 2004 for the Crestwicke South Subdivision 1<sup>st</sup> Addition to extend lot width of lots adjacent to the Golf Court from 100 feet to 120 feet on property Located in Bloomington Township immediately Southeast of the Crestwicke South Subdivision, File No. S-04-08
  - D. Transfer Ordinances
  - E. Other Resolutions, Contracts, Leases, Agreements, Motions
    - 1) Executive Committee
      - a) Request Approval of Professional Services Agreement with Integrity Technology Solutions – Information Services Department
      - b) Request Approval of Operating System Maintenance Agreement with IBM – Information Services Department
    - 2) Finance Committee
      - a) Request Approval of a Resolution Approving an Extended Leave of Absence without Pay – Public Defender’s Office

- b) Request Approval of a Resolution Approving an Extended Leave of Absence without Pay – Information Services Department
  - c) Request Approval of the McLean Board Declaring that the McLean County Historical Society Owns and Uses the Boyhood Home of Adlai E. Stevenson II For Charitable Purposes – County Administrator’s Office
- 3) Property Committee
- a) Request Approval to Display Silent Witness Exhibits and to host a Press Conference on October 10 on the grounds of the Law and Justice Center, and to hold a Candlelight Vigil on October 11, 2005 on the Grounds of The Old Courthouse on behalf of the Corporate Alliance to end Partner Violence (CAEPV) – Risk Management
- 4) Justice Committee
- a) Request Approval of a Resolution of McLean County Board Proclaiming Tuesday, October 11, 2005 “*It’s Time to Talk Day*” in McLean County – Risk Management

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

- 1) REAPPOINTMENTS:  
**Hinthorn Cemetery District**  
 John W. Baker  
 19030 E. 2375 North Rd.  
 Towanda, IL 61776

**Hinthorn Cemetery District**  
 David Kearfott  
 16312 E. 2300 North Rd.  
 Hudson, IL 61748

**Hinthorn Cemetery District**  
 Norman Wilson  
 17864 E. 2775 North Rd.  
 Gridley, IL 61744

**Public Building Commission of McLean County**  
 Thomas W. Novosad  
 19128 Meander Way  
 Bloomington, IL 61704

- 2) APPOINTMENTS:  
**Elsworth Fire Protection District**  
John Sutter  
210 S. High Street  
Ellsworth, IL 61737  
(Three-year term expiring April 30, 2008 –  
Replacing Mike Beal)

**Zoning Board of Appeals**  
Drake Zimmerman  
20722 Cheney's Grove Road  
Bloomington, IL 61704  
(Five-year term expiring June 2010 –  
Replacing Tony Wheat)

- 3) RESIGNATIONS  
None

G. Approval of Resolutions of Congratulations and Commendation





**McLEAN COUNTY HIGHWAY DEPARTMENT**  
AUGUST 31, 2005

VILLAGE OF CHENOVA

SEC. 02-00024-00-DR-ALUMINIUM STRUCTURE

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	CONTECH BID CHECK TOTAL
Aluminum Box Culvert	Letcher Street Chenova	72	Foot	\$650.00	\$46,800.00	\$47,068.00
14'-10" x 4'-10"						0.62%

VILLAGE OF CHENOVA

SEC. 02-00024-00-DR-CONCRETE WING WALLS

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	STARK BID BOND TOTAL
Concrete Box Culverts		46	Cu Yd	\$950.00	\$43,700.00	\$31,484.00
Reinforcement Bars		4890	Pound	\$3.00	\$14,670.00	\$5,623.50
					\$58,370.00	\$37,087.50
						-36.48%

OTTO BAUM

BID BOND	UNIT PRICE	TOTAL
	\$765.00	\$35,190.00
	\$1.25	\$6,112.50
		\$41,302.50
		-29.24%

J.G. STEWART

BID BOND	UNIT PRICE	TOTAL
	\$1,050.00	\$48,300.00
	\$1.20	\$5,868.00
		\$54,168.00
		-7.20%

TOWANDA RD

SEC. 06-28125-00-SM

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND TOTAL
Bit malf's (Prime Coat)		500	Gal	\$3.00	\$1,500.00	\$2,250.00
Aggregate (Prime Coat)		25	Ton	\$20.00	\$500.00	\$0.25
Bit Surf Remove Butt-Joint		220	Sq Yd	\$27.00	\$5,940.00	\$3,300.00
Area Ref Crack Cont Treat Sys A		9119	Sq Yd	\$1.25	\$11,398.75	\$9,119.00
Bit Conc Surf Cse Super Mix C N50		900	Ton	\$65.00	\$58,500.00	\$43,200.00
Bit Conc Bind Cse Super IL 19.0 N50		1200	Ton	\$65.00	\$78,000.00	\$51,600.00
					\$155,838.75	\$109,469.25
						-29.75%

BID BOND	UNIT PRICE	TOTAL
	\$2.35	\$1,175.00
	\$32.00	\$960.00
	\$1.00	\$220.00
	\$1.16	\$10,578.04
	\$56.00	\$50,400.00
	\$55.25	\$66,300.00
		\$129,473.04
		-16.92%

BID BOND	UNIT PRICE	TOTAL
	\$0.00	\$0.00
	\$0.00	\$0.00
		\$0.00
		-100.00%

BID BOND	UNIT PRICE	TOTAL
	\$725.00	\$33,350.00
	\$1.30	\$6,357.00
		\$39,707.00
		-31.97%

**PRELIMINARY ENGINEERING SERVICES AGREEMENT**

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<u>LOCAL AGENCY</u>	<u>CONSULTANT</u>
County: McLean	Name: Rice, Berry and Associates
Township: Gridley	Address: 801 South Durkin Drive
Section: 05-18130-00-BR	City: Springfield
	State: Illinois

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THIS AGREEMENT is made and entered into this 20<sup>th</sup> day of September, 2005 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTIONS.

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**SECTION DESCRIPTION**

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Name Schlipf Bridge Length 0.10 mile  
Structure No. Existing 057-4602 Proposed 057-4622  
Location SW 1/4, SE 1/4, Sec 7, T26N, R3E, 3rd P.M., 2 miles southwest of Gridley  
Description: Bridge replacement

**DEFINITION**

DEPARTMENT ..... Illinois Department of Transportation

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AGREEMENT PROVISIONS

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**THE ENGINEER AGREES**

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

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

#### THE LA AGREES

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

- b. (X) A sum of money equal to the percent of the awarded contract cost for each section approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

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

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

<u>Grade Classification of Employee</u>	<u>2005 B Hourly Rate</u>
Principal	\$138.00
Engineer 9	135.00
Engineer 8	121.00
Engineer 7	107.00
Engineer 6	100.00
Engineer 5	89.00
Engineer 4	85.00
Engineer 3	78.00
Engineer 2	74.50
Engineer 1	68.00
Technician 7	87.50
Technician 6	78.50
Technician 5	69.50
Technician 4	61.00
Technician 3	54.00
Technician 2	48.50
Technician 1	43.00
Clerical 2	64.50
Clerical 1	45.50
Accountant	62.50

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

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

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

### **IT IS MUTUALLY AGREED**

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



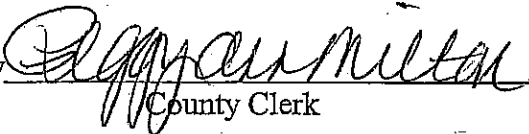
5. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited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

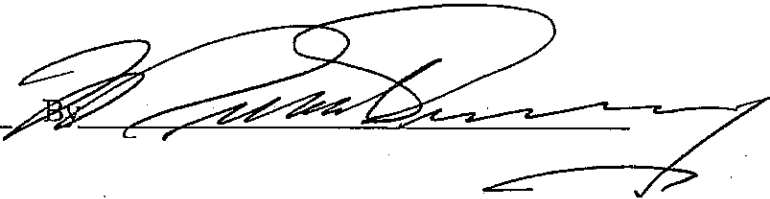
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

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

ATTEST:

By   
County Clerk

By 

(SEAL)

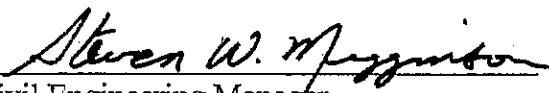
Title: Chairman, County Board

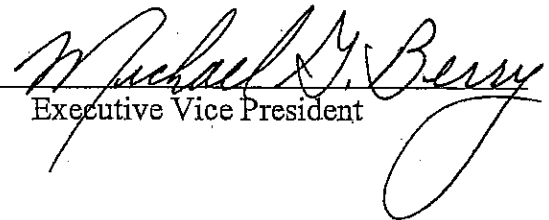
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Executed by the ENGINEER:

Rice, Berry and Associates  
801 South Durkin Drive  
Springfield, Illinois 62704-1313

ATTEST:

By   
Civil Engineering Manager

By   
Executive Vice President

(SEAL)

HAMPTON, LENZINI AND RENWICK, INC.

**SPECIAL PROVISION FOR EMPLOYMENT PRACTICES**

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

**I. SELECTION OF LABOR**

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

**II. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION

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

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

1. Publishing a statement:
  - a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - b. Specifying the actions that will be taken against employees for violations of such prohibition.
  - c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (1) abide by the terms of the statement; and
    - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about:
  - a. the dangers of drug abuse in the workplace;
  - b. the grantee's or contractor's policy of maintaining a drug free workplace;
  - c. any available drug counseling, rehabilitation and employee assistance programs; and
  - d. the penalties that may be imposed upon an employee for drug violations.
3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

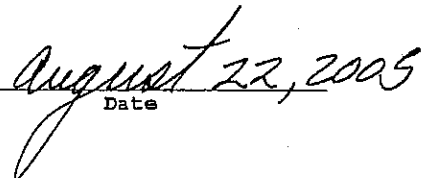
THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Rice, Berry and Associates  
Div. of Hampton, Lenzini & Renwick, Inc.  
Printed Name of Organization

  
Signature of Authorized Representative

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

36-2555986  
Requisition/Contract/Grant  
ID Number

  
Date

BRIDGE CONSTRUCTION PETITION

Sec. 05-18130-00-BR

TO: McLean County Board  
Care of McLean County Clerk  
115 E. Washington Street, Room 102  
Bloomington, Illinois 61701

Schlipf Drainage Structure, Located at 3010 North and 1850 East Roads

Gentlemen:

Gridley Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located in the east line of the SW ¼ of Section 7 T26N, R 3E of the 3<sup>rd</sup> P.M., Gridley Road District.

That of the funds appropriated at the November 2004 meeting of the McLean County Board \$ 26,000 be used as the County's share of the cost of this structure.

Gridley Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.

Gridley Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$ 260,000 and the present structure is inadequate.

Gridley Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted.

Byron L. Mast  
Highway Commissioner

Approved Joe Helms  
County Engineer, McLean County, IL

Gridley Road District

Date: 8-20-05

ATTEST

Mr. Michael F. Sweeney  
Mr. Michael F. Sweeney, Board Chairman

Peggy Ann Milton  
Peggy Ann Milton, County Clerk

Date: 9-20-05



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

County Highway(s) 28, beginning at a point near the NW Corner of the NE 1/4 of the NW 1/4 of Section 13, T23N, R2E, of the 3rd P.M. (Ireland Grove road 275 feet East of Dover Road) and extending along said route(s) in a(n) Easterly direction to a point near the NE Corner of the NE 1/4 of Section 18, T23N, R3E, of the 3rd P.M. (Ireland Grove road at Towanda-Barnes Road)

, a distance of approximately 10.016 feet (1.897 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be resurfacing with construction of bituminous surface course, aggregate shoulders, and other miscellaneous related items  
(Describe in general terms)

and shall be designated as Section 04-00157-01-SM and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Three Hundred Twenty Thousand dollars, (\$320,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for the construction and engineering of this improvement and,

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

*[Signature]*  
Michael F. Sweeney, Chairman McLean County Board

Authorized MFT Expenditure

Date

Department of Transportation

Regional Engineer

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

McLean County, at its regular

meeting held at Bloomington

on September 20, 2005  
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington

in said County, this 20 day of September A.D. 2005

(SEAL)

*[Signature]*  
County Clerk

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Tim Neisler in case SU-05-16, parcel (18) 07-06-100-006. He is requesting a special use to allow a public stable accessory to a single family residence in the Agriculture District on property which is part of Section 6, Township 25N, Range 2E of the 3<sup>rd</sup> P.M., McLean County, IL, and is located in Hudson Township at 2643 County Road 525 North, El Paso, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on September 6, 2005 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 4.5 acre property is in grass and trees and is part of the yard of a single family residence located immediately to the north on a 15 acre parcel in Woodford County that is also owned by the applicant. Several pens, a stable and an outdoor riding arena are located on the Woodford County part of the property. The property is hilly and drains to the southwest. The property has 25 feet of frontage on the south side of Road 525 North, an oil and chip road 19 feet in width, located in Woodford County.

**SURROUNDING ZONING AND LAND USE** - The land is in the A-Agriculture District and is surrounded by land in the A-Agriculture District. The land to the north is in crop production and pasture. The land to the east, south and west is in crop production.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to build a public stable with an indoor riding arena that is part in Woodford County and part in McLean County. Fifteen acres of the applicant's property is in Woodford County; four and a half acres are in McLean County. The applicant is requesting a maximum total of 50 horses with a maximum of nine horses to be in McLean County. The applicant has obtained approval from Woodford County to operate this facility with a maximum of 50 horses. The applicant is proposing to build a 100 by 120 foot indoor riding arena that will be built on the 4.5 acres in Mclean County. The applicant indicated that pasture in McLean County is large enough for four horses. There will be three trainers on site who each have a different specialty.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The surrounding properties that are in crop production will continue to be desirable for such use.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the existing entrance. The El Paso Township Road Commissioner from Woodford County has indicated that the existing entrance is adequate for the proposed use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance provided one paved handicap parking spaces is installed and provided there are no more than 9 horses allowed on this parcel.

Therefore this Board recommends that a special use be granted on the property described above to allow the establishment of a public stable accessory to a single family residence in the Agriculture District and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, provided one paved handicap parking space is installed and provided there are no more than 9 horses allowed on this parcel.

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

Respectfully submitted this 6<sup>th</sup> day of September 2005, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
Tony Wheat  
David Kinsella  
James Finnigan  
Joe Elble  
Jerry Hoffman  
Michael Kuritz



RESOLUTION

ADOPTING A PRELIMINARY PLAN

For the Crestwicke South Subdivision First Addition, File S-04-08

WHEREAS, Brookside Farms has requested approval of a preliminary plan for the Crestwicke South Subdivision First Addition, file S-04-08, as provided in the Land Subdivision Regulations of McLean County; and

WHEREAS, a preliminary plan was approved for the Crestwicke South Subdivision First Addition by the McLean County Board on July 27, 2004 which had 46 residential lots and three out lots; and

WHEREAS, Brookside Farms is now requesting to amend the approved preliminary plan for the Crestwicke South Subdivision First Addition to have only 44 residential lots and three out lots; and

WHEREAS, said preliminary plan shows lot width of residential lots adjacent to the golf course to be 120 feet rather than 100 feet as originally approved; and

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


WHEREAS, the Land Use and Development Committee recommends that the proposed amended preliminary plan for Crestwicke South Subdivision First Addition be approved; now, therefore,

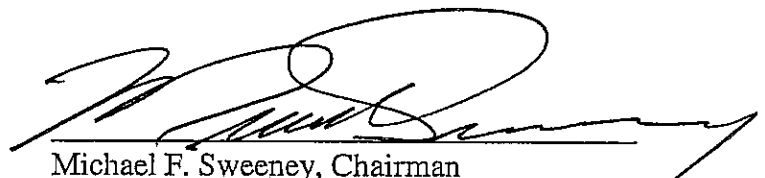
BE IT RESOLVED that the amended preliminary plan for the Crestwicke South Subdivision First Addition, File S-04-08, be and hereby is approved.

Adopted by the County Board of McLean County, Illinois, this 20<sup>th</sup> day of September, 2004

ATTEST:

APPROVED:

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Michael F. Sweeney, Chairman  
McLean County Board

McLean County Department of Building and Zoning

**SUBDIVISION STAFF REPORT**  
**LAND USE AND DEVELOPMENT COMMITTEE**

CASE NUMBER S-04-08

1. REFERENCE

- A. Meeting date: September 1, 2005
- B. Subdividers' names: Brookside Farms which is owned by Harry and Harbor Hall
- C. Subdivision name: Crestwicke South Subdivision First Addition

2. LOCATION AND, LAND USE AND REQUEST:

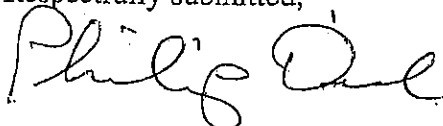
- A. Property location: Immediately southeast of the Crestwicke South Subdivision
- B. Township: Bloomington Township
- C. Parcel Numbers: 21-34-428-004 & 21-35-300-013
- D. Existing zoning: R-1 Single Family Residence District
- E. Applicant request: To amend the preliminary subdivision plan that was approved by the County Board on July 27, 2004 for the Crestwicke South Subdivision 1st Addition to extend lot width of lots adjacent to the golf course from 100 feet to 120 feet. The Crestwicke South Subdivision First Addition includes 46 residential lots.
- F. Existing land use: Vacant – land

3. DIMENSIONS & REVIEW:

- A. Size of Parcel: 26 acres in area
- B. Bloomington Township Water District: The proposed subdivision will have public water and public sewer provided by the Bloomington Township Water District. The District reviewed and recommends approval of the proposed plan.
- C. County Highway Department: The County Highway Department approval of the proposed plan.

Staff recommends that the amended preliminary plan for the Crestwicke South Subdivision First Addition be approved. A signed road repair agreement between the applicant and the Bloomington Township Road Commissioner was approved and a copy of this signed agreement was received by the Department of Building and Zoning on January 4, 2005. In this agreement, the applicant agreed to repair roads in the area during construction of the proposed subdivision.

Respectfully submitted,



Philip Dick, AICP, Director



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Network Guardian Managed Services Pricing  
Effective 8/05

---

**MONITORING**

\$189 up to 2 devices \$ \_\_\_\_\_

\$50 each additional device \_\_\_\_\_ \$ \_\_\_\_\_

~~PATCHING~~

\$50 per server \_\_\_\_\_ \$ \_\_\_\_\_

\$10 per workstation \_\_\_\_\_ \$ \_\_\_\_\_

~~EMAIL FILTERING~~

\$3.50 per user \_\_\_\_\_ \$ \_\_\_\_\_

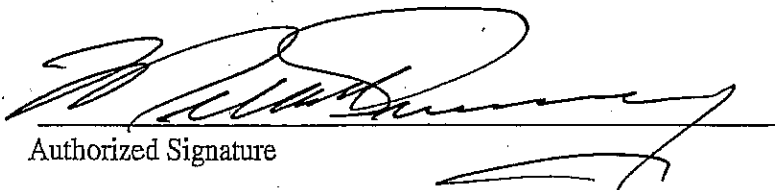
~~MANAGED SECURITY~~

\$189 up to 10 users \$ \_\_\_\_\_

\$10 per each additional user up to 50 \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL MANAGED SERVICES** \$ \_\_\_\_\_

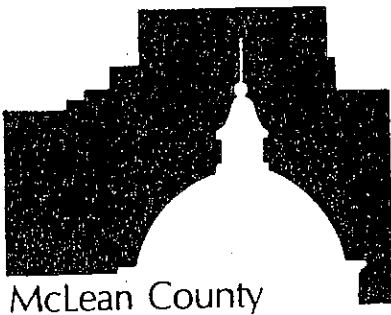
- All prices above are monthly fees.
- All Network Guardian Managed Services may be terminated with 30 days written notice.
- Billing will occur quarterly in advance. Monthly fees in excess of \$1,000 may be paid monthly at the client's option.
- Installation fees are equivalent to one month's fee and will be included on the first invoice.

  
Authorized Signature

9-20-05  
Date

**INTEGRITY**  
TECHNOLOGY SOLUTIONS

816 S. Eldorado Road Suite 4 ♦ Bloomington, IL 61704 ♦ 309-662-7723 ♦ 888-764-8100 ♦ www.integrityts.com



McLean County

**INFORMATION SERVICES**

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

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

# Memo

**To:** McLean County Executive Committee and McLean County Board

**From:** Craig Nelson, Director of Information Services

A handwritten signature in black ink, appearing to read "Craig Nelson", is written over the "From:" line.

**Date:** September 6, 2005

**Re:** Professional Services Agreement with Integrity Technology Solutions.

---

Information Services seeks approval to enter into an agreement with Integrity Technology Solutions.

The agreement, attached, allows Integrity Solutions to use a combination of hardware and software devices in order to monitor a number of our network devices and connections. The software can be configured in such a way as to notify our staff by email or pager almost immediately should there be a problem with our network connectivity to sites such as the Nursing Home, and can also notify us if our website would stop functioning.

The agreement is set on a per-device basis, with the ability to add or delete devices as needed. The monthly cost is \$189 for the first two devices, and \$50 per device per month thereafter. Our initial design consists of 7 devices, or a monthly cost of \$439 (\$189 +\$250). Sufficient budgeted funds are available within the Fiscal Year 2005 budget for this agreement.



# Schedule for ServiceElite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which IBM will provide the identified Services as described in the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations. The complete agreement between us about these Services consists of 1) this Schedule 2) the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations, and 3) the IBM Customer Agreement (or any equivalent agreement in effect between us) identified below.

**Name and Address of Customer:**

MCLEAN COUNTY  
LAW & JUSTICE CENTER  
104 W FRONT ST  
BLOOMINGTON IL 61701-5005

**Customer Billing Address:**

MCLEAN COUNTY  
LAW & JUSTICE CENTER  
PO BOX 2400  
104 W FRONT ST 7 FLR  
BLOOMINGTON IL 61702-2400

Agreement Number: HQ12291  
Master Services Attachment Number: A41405  
Statement of Work Number: A41405  
Change Authorization Number: 05643941  
Customer Number:

Schedule Number: A41405  
Revised Schedule: No  
Schedule Effective Date: 07/27/2005

Transaction Contract Period: 08/17/2005  
Start Date: 08/16/2006  
End Date: 1 Year(s)  
Renewal Contract Period:

**Charge Period Charges/Payment Plan (Inclusive of MES):**

WSU One Time Charges: 0.00  
SWMA ALF One Time Charges: 450.00  
MMS for CISCO One Time Charges: 0.00  
One Time Charges: 0.00

<sup>1</sup> Maintenance Charges: 0.00  
<sup>1</sup> Service Charges: 898.00

TOTAL CHARGE PERIOD CHARGES: 1,348.00  
Quarterly

Charge Period:  
Start Date: 08/17/2005  
End Date: 08/16/2006

Automatic Inventory Increase Option Applies: Y  
Option #1: N  
Option #2:

Price Protection Option: 1  
Pricing Method: 1

<sup>1</sup> Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services.  
For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

The Parties need not to sign this Schedule, unless either of us requests it.

Agreed to:

MCLEAN COUNTY

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to:

International Business Machines Corporation

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Date: \_\_\_\_\_



# Schedule for ServiceElite

## Enterprise Total for Charge Period by Customer Number Inclusive of MES:

Customer No	Customer Name	Customer Location	Charges
05648941	MCLEAN COUNTY	104 W FRONT ST, LAW & JUSTICE CENTER, BLOOMINGTON IL 61701-5005	0.00
06074471	SUPPORT NET INC	104 W FRONT ST, RM 701, BLOOMINGTON IL 61701-5005	898.00
<b>Total</b>			<b>898.00</b>

Note: One Time Charges are not included in the Total



# Schedule for ServiceElite

## Services List

Customer Technical Contact Name (if applicable): Kajuana Jackson  
 Customer Primary Technical Contact name: Kajuana Jackson  
 Customer Primary Technical Contact phone number: 3098885105

-----Eligible Machine Description-----

Type	Model	Serial/Order Number	Support Service	Product Group/Service Option	City	Charges Start	Charges Stop
			Specified Location: 05643941	City, State: BLOOMINGTON IL 61701-5005			
			SWMA FOR AIX ALF				
7025	6F1	000026C2F		AFTER LICENSE FEE		450.00	0
				CUST NOT CURRENT > 12 MTHS			
				NUMBER OF PROCESSORS	2		
				E5	1		
						0.00	
				City, State: BLOOMINGTON IL 61701-5005			
			Specified Location: 06074471				
			SWMA FOR AIX				
				SUPPORT			
				SUBSCRIPTION			
				E5			
				NUMBER OF PROCESSORS	2		
				PRIME SHIFT	1		
						898.00	
						898.00	
						\$ 898.00	

SWMA FOR AIX ALF

450.00 0

AFTER LICENSE FEE  
 CUST NOT CURRENT > 12 MTHS  
 NUMBER OF PROCESSORS  
 E5

7025 6F1 000026C2F  
 Subtotal

0.00

Specified Location: 06074471

City, State: BLOOMINGTON IL 61701-5005

SWMA FOR AIX

898.00

SUPPORT  
 SUBSCRIPTION  
 E5  
 NUMBER OF PROCESSORS  
 PRIME SHIFT

7025 6F1 000026C2F  
 Subtotal  
 Total Charge Period Charges for Services List

898.00  
 \$ 898.00

Note: One Time Charges are not included in these totals.  
 See Legend for Details



# Schedule for ServiceElite

## Legends:

### 1 TYPE OF SERVICE

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day.
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective  
This type of repair service includes a response objective and is not a guarantee
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective  
This type of repair service includes a response objective and is not a guarantee
- X) EasyServe (remotely delivered services)

### 2 MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of non-IBM Machines
- 3) Warranty Service Upgrade
- 4) Maintenance of Cisco Products
- 5) Maintenance of IBM Machines - Enhanced Service Response
- 6) Service for Machines Withdrawn from IBM Maintenance
- 7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
- 8) Maintenance of IBM Machines (Labor Only)
- 9) Non-IBM Memory Exchange
- 10) Enhanced Parts Inventory
- 11) Spare Machine
- 12) Key Operator Support
- 13) Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
- 16) IBM Maintenance Services - First Line Maintenance for Wincor Nixdorf ATMs
- 17) IBM Maintenance Services - Applications Maintenance Services for Wincor Nixdorf ATMs
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

### 4 Charges shown are for the Charge Period

- A (C) indicates a Machine that will have Usage Charges billed separately
- An (E) identifies a Machine that has been announced as withdrawn from generally available Maintenance Service
- An (H) identifies a Machine on an existing ServiceSuite/ServiceElect/CHIS contract with duplicate Maintenance Services Coverage
- A (K) indicates Assumptive priced products included in the total Charge Period Price but will be billed based on the terms of the Contract
- An (N) indicates that the product is a non-GSA Schedule item
- An (O) indicates a One Time Charge
- A (P) indicates averaged billing or annual prepayment
- An (R) indicates the usage charge rate (Feet, Hours, or Impressions) for a machine under a usage plan
- A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
- A (W) indicates a Machine under Warranty
- An (X) indicates On-order Products which are shown for planning purposes only
- A (Y) indicates On-order MES products which are shown for planning purposes only. These charges are included in the related machine

### 5 Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates





# Master Services Attachment for ServiceElite

## 1. Scope of Services

IBM will provide you Services as described in this Attachment and, if applicable, its Statements of Work and Change Authorizations to support your hardware and software products (called "Eligible Machines," "Eligible Programs," and together "Eligible Products"). Services are available for Eligible Products normally used for business, professional, or trade purposes, rather than personal, family, or household purposes.

IBM will identify the Eligible Products, the Services that apply to them, and the Services transaction contract period in Schedules that reference this Attachment and any associated Statements of Work and Change Authorizations. Each Schedule will also identify the Specified Locations at which the Services will be provided. A Specified Location may be your entire information processing environment, or a portion thereof, which may be resident at multiple sites or a single building.

The specific terms regarding Eligible Machine Services and Eligible Program Services contained in this Attachment and its Statements of Work and Change Authorizations apply only when you have contracted for an associated Eligible Machine maintenance Service or Eligible Program support Service as specified in a Schedule.

## 2. Sales through IBM and IBM Business Partners

You may acquire Services through IBM or an IBM Business Partner, or their designee, authorized to resell IBM Services. IBM Business Partners establish the price and general business terms at which they market the IBM Services to you and they will communicate these directly to you for all transactions they initiate with you. However, IBM establishes the terms of each Service IBM provides and our general business responsibilities associated with these Services. Therefore, IBM will provide the Services, as described in this Attachment and its associated Statements of Work and Change Authorizations (and their Schedules).

Whenever IBM is required to provide notification to you or you are required to provide notification to IBM, each of us also agrees to notify the applicable IBM Business Partner engaged in the transaction.

In the event that you have contracted through an IBM Business Partner that is no longer able to offer IBM Services, for any reason, IBM will so notify you in writing. You may continue to receive the Services by instructing IBM to transfer administration of the Services to either 1) another IBM Business Partner of your choice (who may require you to first execute one of their agreements) that is approved to offer you IBM Services, or 2) IBM under a standard direct marketing relationship that enables IBM to generate charges and invoicing.

IBM is not responsible for 1) the actions of IBM Business Partners or their designees, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Attachment and its associated Statements of Work and Change Authorizations, 2) Schedules to this Attachment and its associated Statements of Work and Change Authorizations, 3) supplemental terms referenced in this Attachment and its associated Statements of Work and Change Authorizations, and 4) the IBM Customer Agreement (or any equivalent agreement in effect between us) identified below. By signing below, both of us agree to the terms of this Attachment without modification.

As used in this Attachment, "you" and "your" refer to the Customer Company identified below.

Agreed to:  
MCLEAN COUNTY

Agreed to:  
International Business Machines Corporation

By \_\_\_\_\_  
Authorized signature

By \_\_\_\_\_  
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Customer Company address:

Attachment number:

LAW & JUSTICE CENTER  
104 W FRONT ST  
BLOOMINGTON IL 61701-5005

Agreement number: HQ12291

Customer number: 05643941

Telephone number:

IBM Address:

Billing Address:

IBM CORPORATION  
1177 BELT LINE ROAD  
COPPELL, TX 75019

MCLEAN COUNTYLAW & JUST  
PO BOX 2400  
104 W FRONT ST 7 FLR  
BLOOMINGTON IL 61702-2400

### 3. IBM Responsibilities

When you contract for an applicable Service, IBM agrees to deliver the Service in accordance with the terms and responsibilities identified in the Service description set out in this Attachment or an associated Statement of Work or Change Authorization. For basic maintenance of IBM Machines, the Service description is set out in our Agreement (referenced in the signature block above).

### 4. Your Responsibilities

When you contract for an applicable Service, you agree:

1. to provide IBM with an inventory in which you identify all Eligible Products to be covered at each Specified Location and to notify IBM whenever you wish to move, add, or delete Eligible Products at an existing Specified Location or set up new Specified Locations;
2. to return to IBM all defective CRUs (from covered Eligible Machines) within 30 days of your receipt of the replacement CRU. A "CRU" is a Machine part which is designated as a Customer Replaceable Unit (e.g. keyboards, memory, or hard disk drives). IBM provides CRUs to you for replacement by you;
3. that when the Service includes IBM providing you with access to electronic diagnostic tools, information databases, or other Service delivery facilities, you will limit the use of these to only those who are authorized to use them under your control and only in support of Eligible Products and Services identified in Schedules;
4. to provide IBM with information it requests which is related to its provision of the Services to you and notify IBM of any changes;
5. to allow International Business Machines Corporation and its subsidiaries to store and use your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors acting on IBM's behalf, IBM Business Partners who promote market, and support certain IBM products and services, and assignees of International Business Machines Corporation and its subsidiaries for uses consistent with our business relationship;
6. to pay any communications charges associated with accessing these Services unless IBM specifies otherwise; and
7. to use the information obtained under these Services only for the support of the information processing requirements within your Enterprise.

### 5. Automatic Inventory Increase for Machine and Software Maintenance Service

If specified as a selected option in the Schedule, IBM will automatically increase the inventory count and associated maintenance Services at Specified Locations per the terms set out below.

#### OPTION #1 - MACHINE MAINTENANCE SERVICES

IBM will automatically increase the inventory count and associated Machine maintenance Services whenever:

1. an Eligible IBM Machine is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the transaction contract period. IBM Machines specifically excluded from coverage at transaction contract period start will remain outside the scope of this Section unless you request IBM add them during the transaction contract period. However, all Eligible IBM Machines added to your inventory during the transaction contract period will be included in the inventory, count and receive maintenance Services as set out in this Section.
2. an Eligible non-IBM Machine, of the same type as other non-IBM Machines already covered at that Specified Location, is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the transaction contract period.

The maintenance Services that apply for these Machines will be the same as that which you are receiving for all other Eligible Machines of the same type at the Specified Location.

Newly installed IBM Machines of the same type for which you have already selected Warranty Service Upgrade will be added at date of actual installation and will be covered at the same Warranty Service Upgrade support level.

If at any time either of us requests a review of the inventory count, each of us will cooperate in updating the last formal inventory.

#### OPTION #2 - SOFTWARE MAINTENANCE SERVICES FOR AIX OPERATING SYSTEMS, OS/400, I5/OS, AND SELECTED PRODUCTS

IBM will automatically increase the inventory count and associated software maintenance Services whenever an Eligible Program licensed for use on an Eligible IBM Machine is added to the inventory. If the Program is covered under the Agreement for Acquisition of Software Maintenance when added to the inventory, then software maintenance Services via ServiceElite will commence at the expiration date of that support period. If the Program is not covered under the Agreement for Acquisition of Software Maintenance when added to the inventory, then software maintenance Services via ServiceElite will commence immediately and After License Fees may apply.

The software maintenance Services that apply for these Programs will be the same as that which you are receiving for all other copies of the Program licensed for use on Eligible IBM Machines of the same type at the Specified Location.

If at any time either of us requests a review of the inventory count, each of us will cooperate in updating the last formal inventory.

### 6. Charges and Payment

For sales through IBM, your charges are calculated taking into account your Service selections, price protection option, payment option, and for prepayments, length of the prepay period. You agree to pay by electronic funds transfer (to an account specified by IBM) or other means acceptable to IBM.

**FOR EACH TRANSACTION PACKAGE YOU MAY SELECT ONE OF THE FOLLOWING 3 PRICE PROTECTION OPTIONS. YOUR SELECTION WILL BE SPECIFIED IN THE SCHEDULE ASSOCIATED WITH THAT TRANSACTION PACKAGE.**

## OPTION #1 - PRICE PROTECTION DURING EACH TRANSACTION CONTRACT YEAR ONLY

IBM may revise charges. However, any rate increase will not take effect until the next yearly anniversary of the start of the transaction contract period. At the start of each transaction contract year, you will be invoiced at the charge rates that are then in effect and that invoice will serve as your notice of charge rate changes.

All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at the previous yearly anniversary of the start of the transaction contract period. Eligible Products and Services that become generally available during the transaction contract period will be added at the charge rate that applied on their initial availability date.

## OPTION #2 - PRICE PROTECTION FOR ENTIRE TRANSACTION CONTRACT PERIOD, INCLUDES PROTECTION FOR NEWLY ADDED MACHINE TYPES

For the entire transaction contract period, charges for included Eligible Product configurations and Services will not increase. All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at transaction contract period start. Eligible Products and Services that become generally available during the transaction contract period will be added at the charge rate that applied on their initial availability date. You will receive the benefit of a decrease in applicable charges for amounts which become due on or after the effective date of the decrease.

## OPTION #3 - PRICE PROTECTION FOR TRANSACTION CONTRACT PERIOD PREPAY

Since you have selected to prepay for the entire transaction contract period, you will not be subject to increases in charges (during that period) for included Eligible Product configurations and Services. All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at transaction contract period start with adjustment for the reduced prepay period. Eligible Products and Services that become generally available during the transaction contract period will be added subject to the charge rate that applied on their initial availability date with adjustment for the reduced prepay period. If you elect to have these charge terms apply for charges during any renewal transaction contract period (as recalculated at the start of each renewal period), you must provide IBM written notification (at least one month prior to the start of the renewal period) and prepayment for the entire renewal period. Otherwise, charges for the renewal period will revert to a quarterly billing cycle under the terms set out for Option #1 above.

FOR EACH TRANSACTION PACKAGE, ONE OF THE FOLLOWING TWO CHARGE ADJUSTMENT OPTIONS WILL APPLY BASED ON YOUR SELECTION OF PRICING METHOD SPECIFIED IN THE SCHEDULE, EITHER LINE ITEM PRICING OR BOTTOM LINE PRICING.

### OPTION #1 - LINE ITEM PRICING...ADJUSTMENT MADE AS CHANGES OCCUR

Total Services charges may be adjusted whenever:

1. a review of the inventory count indicates a change from the last accounting; or
2. a Specified Location, Eligible Machine type, or Service is added, deleted, or changed.

For all Service charges based on usage, upon IBM's request you will provide IBM with the actual meter reading recording the actual usage.

### OPTION #2 - BOTTOM LINE PRICING...CHARGES ESTIMATED AT YEAR START AND ADJUSTMENTS MADE AT YEAR END

Total Services charges are estimated for each new transaction contract year based on your Eligible Product inventory and selected Services at transaction contract year start. IBM specifies applicable charges for the current transaction contract year and the associated payment option in the Schedule. At transaction contract year end, IBM will adjust that year's total charges based on changes to your Eligible Product inventory and selected Services during that year. You will be billed or credited for all applicable adjustments. In addition, either of us may request a revised Schedule be issued at any time during the transaction contract year to reflect significant changes that have occurred in your Eligible Product inventory and level of Services.

Whenever usage charges apply, IBM calculates the initial transaction contract year charge based on a mutually agreed to usage estimate. Upon IBM's request, you will provide us with the actual meter reading recording the actual usage. The estimate for each subsequent transaction contract year will be based on a combination of the previous year actual usage for 11 months and a projection for the last month of the transaction contract year. At the end of each transaction contract year, IBM will adjust that year's total usage charges based on actual usage. You will be billed or credited for all applicable adjustments.

Prior to the end of each transaction contract year, IBM will provide you with a revised Schedule for the next year based on then current inventory and selected Services.

For sales through IBM Business Partners, your IBM Business Partner sets the charges and terms governing charges. Your IBM Business Partner may impose an additional charge for some actions, e.g., termination, or for IBM's provision of some additional services, e.g., Service upgrades. These actions or additional services are identified in this Attachment and its associated Statements of Work and Change Authorizations with an asterisk (\*). Where you see an asterisk, check with your IBM Business Partner to determine if you will incur an additional charge or may be entitled to a credit or refund. You will make payment directly to your IBM Business Partner.

IBM may charge you directly for certain expenses IBM incurs in performance of a Service for you (e.g. actual travel and living expenses, out-of-pocket expenses). IBM will not incur these expenses without your prior approval.

## 7. Renewal and Termination

IBM will automatically renew Services unless you request otherwise. For each transaction the Schedule will specify the number of years (0 or greater) in the Renewal Contract Period. Whenever this number is greater than 0, IBM will renew the applicable Services at the end of the transaction contract period for the number of years specified. Thereafter, IBM will automatically renew the Services for same length periods unless you notify IBM in advance of your desire to change the length of the renewal. Your charges will be recalculated at the start of each renewal period. For sales through IBM, the new charges will be based on the length of the Renewal Contract Period and then current charges associated with your contracted a) Services, b) price protection option, and c) payment option. Either of us can select not to renew by providing written notification (at least one month prior to the end of the current transaction contract period) to the other of their decision not to renew.

You have committed to continue Services for the entire transaction contract period. However, you may terminate Services for an Eligible Product, on notice to IBM, if you permanently remove it from productive use within your Enterprise. You may also terminate Services immediately prior to the start of any fiscal year for which funds have not been appropriated. You agree to request such funds from the applicable legislative body.

Otherwise, if you choose to terminate Services and these are not being replaced by equivalent Services, you may do so by providing IBM one month's written notice, after the Services have been under contract for at least one fiscal year.

Termination adjustment fees will not apply and you will receive a credit for any remaining prepaid period associated with Services you terminate in accordance with this provision.\*

## 8. Governing Law

As pertains to your contracted Services, the laws of your State govern our Agreement, this Attachment, and associated Statements of Work and Change Authorizations.

## 9. Services

### Warranty Service Upgrade

For certain Eligible Machines, you may select a Service upgrade from the standard type of warranty Service for the Machine. IBM provides Service for Machines as described in our Agreement but charges for the upgrade in type of Service during the warranty period.

You may not terminate the Service upgrade or transfer it to another Machine during the warranty period. When the warranty period ends, the Machine will become part of your standard inventory count and will convert to maintenance Service at the same type of Service you selected for warranty Service upgrade.

### Maintenance of IBM Machines

IBM will provide Service for Machines, as described in our Agreement, for those Eligible IBM Machines specified in the Schedule.

### Maintenance of Non-IBM Machines

IBM will provide Service for Machines, as described in our Agreement, for those Eligible non-IBM Machines specified in the Schedule. Unless specified otherwise in the Schedule, Service is provided only for the manufacturer's base configuration for each covered Machine model. You are responsible for following the manufacturer's and IBM's provided guidelines pertaining to operator responsibilities, maintenance procedures, and supplies prior to placing a Service request.

Repair of non-IBM Machines is subject to the availability of repair parts and any technical support required of the original manufacturer. Repair parts will be functionally equivalent to those replaced. They may be new or used and may have been manufactured by other than the original manufacturer. You may request that IBM use repair parts manufactured by the original manufacturer when these are available, but there may be an additional charge for these parts.\*

IBM's support does not cover:

1. Machine installation, engineering change activity, or preventive maintenance;
2. correction of date related errors. IBM will make the final determination of whether a date related error is the source of the problem;
3. service of microcode or firmware;
4. service of features, parts, or devices not supplied by either a) the Machine's original manufacturer or b) IBM during the performance of this Service;
5. service for accessories, supply items, and certain parts, such as batteries, frames, and covers;
6. service of a Machine damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
7. service of a Machine with removed or altered Machine or parts identification labels;
8. failures caused by a product for which IBM is not responsible; or
9. service of Machine alterations.

Upon written notice, IBM may terminate coverage for an Eligible non-IBM Machine due to lack of available repair parts or lack of original manufacturer technical support.

Eligible non-IBM Machines must meet IBM's safety and serviceability requirements. IBM reserves the right to inspect a Machine within one month from the start of Service. If the Machine is not in an acceptable condition for Service, IBM will notify you and terminate coverage.

You agree to provide IBM one month's written notice prior to terminating coverage for a Machine being permanently removed from productive use within your Enterprise.

### IBM Software Maintenance for OS/400, i5/OS and Selected Products

IBM will provide software maintenance support, as described below, for those Eligible Programs for which you are licensed and for which you order this Service.

#### General:

1. IBM makes available to you the most current commercially available version, release or update to all of the Programs for which you acquire support under this Service, should any be made available.
2. IBM provides you with assistance for your a) routine, short duration installation and usage (how-to) questions and b) code defect related questions.
3. IBM provides assistance via telephone and, if available, electronic access, only to your information systems (IS) technical support personnel during the normal business hours (IBM published prime shift hours) of your IBM support center. This assistance is not available to your end users. IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide, which may be found at <http://techsupport.services.ibm.com/guides/handbook.html> for details. A 24x7 all severity option is available at extra charge.\*
4. In some instances, IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission.
5. This Service does not include assistance for a) the design and development of applications, b) your use of Programs in other than their specified operating environment, or c) failures caused by products for which IBM is not responsible under this Service.

**Eligible Programs:** Licensed programs for which this Service is available are listed at <http://www.ibm.com/services/sl/swm/> or may be obtained from your IBM marketing representative.

**Software Maintenance After License Fee:** The Software Maintenance After License fee is a one time charge to resume Software Maintenance if you a) did not renew this Service prior to the end of the then current support period or b) terminated this Service. The new support period in such an instance begins on the date that IBM accepts your order.

**IBM Software Maintenance for AIX Operating Systems**

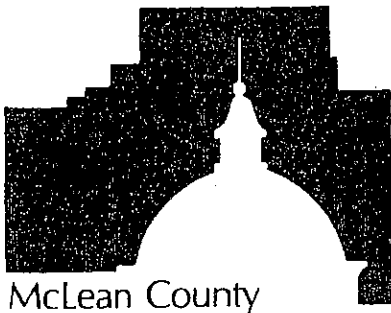
IBM will provide software maintenance support, as described below, for those Eligible Programs for which you are licensed and for which you order this Service.

**General:**

1. IBM makes available to you the most current commercially available version, release or update to all of the Programs for which you acquire support under this Service, should any be made available.
2. IBM provides you with assistance for your a) routine, short duration installation and usage (how-to) questions and b) code defect related questions.
3. IBM provides assistance via telephone and, if available, electronic access, only to your information systems (IS) technical support personnel during the normal business hours (IBM published prime shift hours) of your IBM support center. This assistance is not available to your end users. IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide, which may be found at <http://techsupport.services.ibm.com/guides/handbook.html> for details. A 24x7 all severity option is available at extra charge.\*
4. In some instances, IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission.
5. This Service does not include assistance for a) the design and development of applications, b) your use of Programs in other than their specified operating environment, or c) failures caused by products for which IBM is not responsible under this Service.

**Eligible Programs:** Licensed programs for which this Service is available are listed at <http://www.ibm.com/services/sl/swm/> or may be obtained from your IBM marketing representative.

**Software Maintenance After License Fee:** The Software Maintenance After License fee is a one time charge to resume Software Maintenance if you a) did not renew this Service prior to the end of the then current support period or b) terminated this Service. The new support period in such an instance begins on the date that IBM accepts your order.



McLean County

**INFORMATION SERVICES**

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

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

# Memo

**To:** McLean County Executive Committee and McLean County Board

**From:** Craig Nelson, Director of Information Services

A handwritten signature in black ink, appearing to read "Craig Nelson", is written over the "From:" line.

**Date:** September 6, 2005

**Re:** Operating System Support for Criminal Justice Server

---

Information Services seeks approval to enter into a standard operating system maintenance agreement with IBM to support the operating system of the criminal justice server.

The agreement, attached, provides support for the next level of operating system which is about to be installed on the criminal justice server. The amount of \$1348.00 is a budgeted expense within the Fiscal Year 2005 budget.

RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING REQUEST for an EXTENDED LEAVE of ABSENCE without PAY

WHEREAS, on April 19, 2005, the McLean County Board approved and adopted the Revised Personnel Policies and Procedure Ordinance; and,

WHEREAS, Article 4, Section 10.47-2 B) of the Revised Personnel Policies and Procedures Ordinance states: "The employee must request leave without pay from the Department Head, the County Administrator, and the appropriate committee of the County Board;" and,

WHEREAS, the County Board granted a three-month leave of absence without pay to a full-time permanent employee at their meeting of June 21, 2005; and,

WHEREAS, the Public Defender has requested that an additional three-month extended leave of absence without pay be granted to full-time permanent employee in the Public Defender's Office; and,

WHEREAS, in accordance with Article 4, Section 10.47-2 B), the Public Defender has submitted this request to the County Administrator and the County Administrator supports the request for an additional three-month leave of absence without pay for the employee in the Public Defender's Office; and,


WHEREAS, the Finance Committee, at its meeting on Tuesday, September 6, 2005, recommended approval of the request received from the Public Defender to approve and authorize an additional three-month extended leave of absence without pay to a full-time permanent employee in the Public Defender's Office; now, therefore,

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

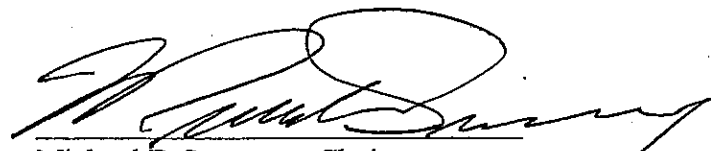
- (1) The McLean County Board hereby approves the request received from the Public Defender to approve and authorize a three-month extended leave of absence without pay to a full-time permanent employee in the Public Defender's Office from September 21, 2005 through December 21, 2005.
- (2) The McLean County Board hereby requests that the County Clerk forward a certified copy of this Resolution to the Public Defender, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 20<sup>th</sup> day of September, 2005.

ATTEST:

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING REQUEST for an EXTENDED LEAVE of ABSENCE without PAY

WHEREAS, on April 19, 2005, the McLean County Board approved and adopted the Revised Personnel Policies and Procedure Ordinance; and,

WHEREAS, Article 4, Section 10.47-2 B) of the Revised Personnel Policies and Procedures Ordinance states: "The employee must request leave without pay from the Department Head, the County Administrator, and the appropriate committee of the County Board;" and,

WHEREAS, the Director of Information Services has requested that an extended leave of absence without pay be granted to full-time permanent employee in the Information Services Department; and,

WHEREAS, in accordance with Article 4, Section 10.47-2 B), the Director of Information Services has submitted this request to the County Administrator and the County Administrator supports the request for an extended leave of absence without pay for the employee in the Information Services Department; and,

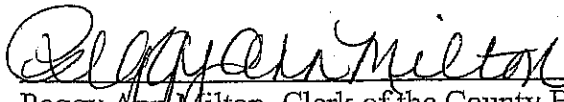
WHEREAS, the Finance Committee, at its regular meeting on Tuesday, September 6, 2005, recommended approval of the request received from the Director of Information Services to approve and authorize an extended leave of absence without pay to a full-time permanent employee in the Information Services Department; now, therefore,

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

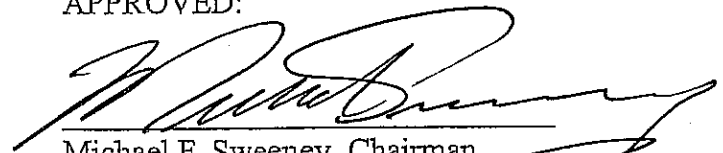
- (1) The McLean County Board hereby approves the request received from the Director of Information Services to approve and authorize an extended leave of absence without pay to a full-time permanent employee in the Information Services Department.
- (2) The McLean County Board hereby requests that the County Clerk forward a certified copy of this Resolution to the Director of Information Services, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 20th day of September, 2005.

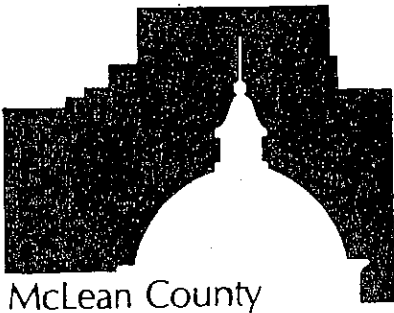
ATTEST:

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board





**INFORMATION SERVICES**

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

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

**To:** The Honorable Members of the McLean County Finance Committee and McLean County Board

**Date:** August 24, 2005

**Re:** Request for Extended Leave

County Personnel Policies provide that a Department Head may request unpaid extended leave for an employee in exceptional circumstances:

**10.47-2 Extended Leaves of Absence:**

A) At the employee's option, vacation leave and compensatory time off accumulated may be used for personal obligations requiring leaves of absence for longer duration than the personal leave provided in Section 10.46.

B) The employee must request leave without pay from the Department Head in writing for leave in excess of available or accumulated paid time off before said leave is taken.

C) Leave under this section or extension thereof, must be approved by the Department Head, the County Administrator and the appropriate committee of the County Board.

D) As soon as the leave is granted (or when it is extended), the Department Head should forward a Payroll Change Form to the County Administrator noting that the employee is on leave.

E) An employee on an extended leave of absence, without pay, does not accrue vacation leave or sick leave credit for the period of the unpaid leave of absence. Such employees may continue medical insurance coverage and life insurance coverage, but only where the employee pays the total cost of such participation while on unpaid leave of absence. Such employees continue LM.R.F. participation according to the rules and regulations established by LM.R.F.

Information Services wishes to grant an unpaid extended leave for the balance of 2005, effective September 21, 2005, to a full-time permanent employee who has worked for McLean County for over 14 years. This employee is undergoing medical treatment for the next several months. This employee will have exhausted all FMLA leave and paid leave by September 21, 2005. Should the employee be medically cleared to return to work before 2006, the leave of absence would be terminated.

The employee's workload will be covered during this time by existing staff. No budget amendments are necessary. This request is made with the support of the County Administrator's Office.

Respectfully submitted,

Craig Nelson  
Director, McLean County Information Services

RESOLUTION of the McLEAN COUNTY BOARD  
DECLARING that the McLEAN COUNTY HISTORICAL SOCIETY  
OWNS and USES the BOYHOOD HOME of ADLAI E. STEVENSON II  
for CHARITABLE PURPOSES

WHEREAS, the McLean County Historical Society (the "Society"), an Illinois and Federal Charitable Corporation, has asked that the McLean County Board (the "Board") reaffirm the Board's earlier acknowledgement that the Society exists as a charitable organization; and,

WHEREAS, the Society owns and uses the property at 1316 East Washington Street, Bloomington, Illinois 61701, Parcel Identification Number 43-21-03-403-007, the boyhood home of Adlai E. Stevenson II, exclusively for charitable purposes; and,

WHEREAS, pursuant to the provisions of 35 *ILCS* 200/18-165 (6), the Board may order the County Clerk to abate the Board's portion of real property taxes for parcels owned by Historical Societies for assessment years 1998 through 2008; and,

WHEREAS, pursuant to 35 *ILCS* 200/18-165 (6), it is appropriate that the Board's portion of said real property taxes be abated for said parcel for said tax assessment years; now, therefore,

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

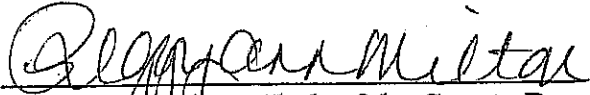
- (1) The Board hereby reaffirms the Board's earlier finding that the intended use, maintenance and preservation of the aforesaid described property qualifies as a charitable purpose.
- (2) The Board hereby reaffirms that the use and preservation by the Society is a charitable purpose and that the real property taxes for said parcel shall be and are hereby abated for assessment years 1998 through 2008.
- (3) The Board hereby reaffirms that the Board is a taxing district in which the aforesaid described property is located.
- (4) The Board hereby requests that the County Clerk send a certified copy of this Resolution to the Executive Director, McLean County Historical Society, the Supervisor of Assessments, the County Treasurer, the First Civil Assistant State's Attorney, and the County Administrator.

(2)

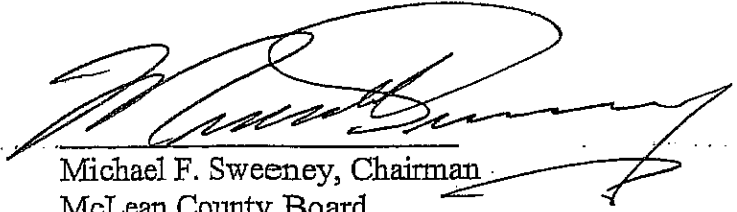
ADOPTED by the McLean County Board this 20<sup>th</sup> day of September, 2005.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board

(35 ILCS 200/18-165)

Sec. 18-165. Abatement of taxes.

(a) Any taxing district, upon a majority vote of its governing authority, may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:

- (6) Historical society. For assessment years 1998 through 2008, the property of an historical society qualifying as an exempt organization under Section 501(c)(3) of the federal Internal Revenue Code.

Adlai Stevenson II Boyhood Home  
1316 E. Washington St.  
Bloomington II 61701  
June 23, 2005

The Adlai Stevenson II Boyhood Home was given to the McLean County Historical Society in 1972. The purpose of the gift was to preserve the memory of Adlai Stevenson II who was raised in this house. Stevenson was Governor of Illinois from 1949 to 1953 and twice Democratic Party Candidate for President of the United States in 1952 and 1956. He served as US Ambassador to the UN and is credited with keeping the world safe from nuclear war during the Cuban missile crisis of 1962.

The society took possession of the property in 1996 in order to undertake the preservation of it and to plan for its future as a historic site.

In 1997 all taxing bodies whose tax district includes this parcel passed resolutions approving of abatement of taxes for the property. Taxes have been abated since then.

The society has worked on the goal of preserving the property and it has worked to find partners in creating a historic site at that location. In 1997 and 1998 it has engaged in significant restoration activities costing over \$180,000, including mechanical systems, interior and exterior restorations and maintenance activities. This was funded by private donations that had been made specifically for the preservation of the house.

In 2002 and 2003 the Society engaged in an in-depth restoration study whose goal was to develop biddable specifications to turn the house into an operating historic site. This study cost \$100,000 and was funded by the State of Illinois. The study indicated that an additional \$815,145 is needed in capital improvements to open the house as a public site.

The Society is now searching for a partner with whom we can take this project to its next step.

In order to preserve the house a caretaker lives in it and opens it 4 to 5 times a year by appointment to school groups and other interested parties.



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

Michael F. Sweeney  
 Chairman

September 14, 2005

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Risk Manager and the Corporate Alliance to End Partner Violence (CAEPV) to display the Silent Witness Exhibit in the north courtyard plaza of the Law and Justice Center on Monday, October 10, 2005.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

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

August 26, 2005

Diane Bostic, Chair  
Property Committee  
McLean County Board  
115 East Washington Street  
Bloomington, IL 61702-2400

Jane Randel  
President  
*Liz Claiborne Inc.*

Anne C. Crews  
Vice President  
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*National Domestic Violence Hotline*

Linda Condit (Retired)  
*Pennzoil-Quaker State*

Mary Anne Detmer  
*Eastman Kodak Company*

Catherine L. Hawkes  
*CIGNA*

Gwendolyn Puryear Keita, Ph.D.  
*American Psychological Association*

Robert Kieckhefer  
*Blue Cross and Blue Shield of Illinois*

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*Appellate Court of Illinois*

Hank Linden  
*Longview Associates, Inc.*

Carolyn A. Schamberger  
*Verizon Wireless Illinois Wisconsin Region*

Cheryl L. Snyder  
*Park National Bank*

K. C. Eynatten  
*Emeritus Board Member*

Dear Ms. Bostic and Members of the Property Committee:

October is National Domestic Violence Awareness Month. In October, community agencies, local employers (including McLean County), Radio Bloomington, community law enforcement agencies and others will be participating in events promoting awareness that domestic violence is an issue in McLean County, and is indeed, everybody's business.

For just one example of the impact that domestic violence has in McLean County, last year Mid-Central Community Action's Countering Domestic Violence Program served 1,061 adult victims and 94 child victims of domestic violence, and they received 4,182 calls for assistance on their 24-hour telephone hotline.

As part of these events for October, we are seeking the County's approval for the following events on County premises:

- **"It's Time to Talk Day" Press Conference (Law and Justice Center Courtyard)** -- October 10, 11:00 AM. In case of rain, we would hold the press conference in the lobby of the Law and Justice Center.
- **Silent Witness Exhibit and Clothesline Project (Law and Justice Center Courtyard)** -- October 10, 1:00 PM-- 4:00 PM involving Silent Witness silhouettes and Clothesline Project t-shirts. In case of rain, we would display this exhibit in the lobby of the Law and Justice Center.
- **Candlelight Vigil (McLean County Historical Museum)**-- October 11, 7:30 PM -- 9:30 PM. We would like to have this event outside with the back up plan that in case of rain, we could enter the Museum.

We are truly appreciative of the County's leadership and support provided to County law enforcement agencies, its employees and residents to learn how to be safer with respect to the issue of domestic violence. McLean County was the first governmental agency member of the Corporate Alliance to End

It's everybody's business.



Partner Violence (CAEPV), the only national non-profit organization founded by the business community to address domestic violence as a workplace issue.

We are enclosing literature about 2004 events to give you a sense of the direction the events mentioned in this letter will take and some of the collateral materials used. Debbie White of Mid-Central Community Action's Countering Domestic Violence Program and Kim Wells of the Corporate Alliance to End Partner Violence are planning to be present at your September 1st meeting at 4:00 PM to answer any questions you may have. Thank you in advance of your kind consideration of our request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Deborah".

Deborah White, MS, ICDVP  
 Program Director  
 Mid Central Community Action's  
 Countering Domestic Violence Program

A handwritten signature in cursive script, appearing to read "Kim".

Kimberly K. Wells, MA  
 Executive Director  
 Corporate Alliance to End  
 Partner Violence

Attachments

- 2004 October Events Calendar (McLean County)
- 2004 It's Time to Talk Day *Marie Claire* Article
- 2004 "How Do You Begin A Conversation" *Marie Claire* Article
- 2004 It's Time to Talk Poster (National)

It's everybody's business.



**Domestic Violence Awareness Month Calendar of Events  
October 2004 – McLean County, IL  
(Open to the Public)**

DATE	EVENTS
<i>October 6</i>	<b>Soroptimist Club Meeting</b> Guest Speakers: Debbie White and Trina McCarty-Steffl of Mid-Central Community Action's Countering Domestic Violence Program Contact: Joan Garber ( <a href="mailto:jgarber@davesworld.net">jgarber@davesworld.net</a> )
<i>October 11</i>	<b>Press Conference: "It's Time to Talk" Day</b> 11:00 a.m. - Normal Public Library <i>Sponsors: YWCA, CAEPV, Radio Bloomington</i>
<i>October 12</i>	<b>Silent Witness Project</b> <i>Display of silhouettes of IL victims killed by domestic violence</i> 10:00 a.m. to 6:00 p.m. – Wal-Mart on West Market Street
	<b>TV Program: "Domestic Violence" - ISU Campus, Channel 2</b> 10 am, 12 pm, 2 pm, 4 pm, 6 pm, 8 pm, 10 pm
<i>October 12</i>	<b>Clothesline Project</b> <i>View Clothesline of tee shirts designed by women affected by domestic violence</i> 9:00 a.m. to 4:00 p.m. – ISU Quad
<i>October 13</i>	<b>Silent Witness Project</b> <i>Display of silhouettes of IL victims killed by domestic violence</i> 9:00 a.m. to 4:00 p.m. – ISU Quad
	<b>Clothesline Project</b> <i>View Clothesline of tee shirts designed by women affected by domestic violence</i> 9:00 a.m. to 4:00 p.m. – ISU Quad
	<b>TV Program: "Domestic Violence" - ISU Campus, Channel 2</b> 10 am, 12 pm, 2 pm, 4 pm, 6 pm, 8 pm, 10 pm,
<i>October 14</i>	<b>National "Its Time To Talk" Day</b> <i>Community wide dialogs on Domestic Violence</i>
	<b>TV Program: "Domestic Violence" - ISU Campus Channel 2</b> 10 am, 12 pm, 2 pm, 4 pm, 6 pm, 8 pm, 10 pm
	<b>"Take Back the Night/Time to Talk" March</b>  5:30 to 6:45 p.m. Pre-March Rally <i>Speaker: Yadira Ruiz of YWCA Stepping Stones</i> 7:00 to 8:00 p.m. "Take Back the Night" March 8:00 to 9:00 p.m. Women's and Men's Safe Speak Out Spaces 9:00 to 9:30 p.m. Candlelight Virgil, ISU Quad  <i>Sponsors: ISU Feminist Majority Leadership Alliance; CAEPV, Mid-Central Community Action's Countering Domestic Violence Program, YWCA Stepping Stones</i> <i>Contact: Angeline Anastasia 309-532-4404 (<a href="mailto:a.anastasia@insightbb.com">a.anastasia@insightbb.com</a>)</i>
	<b>Silent Witness Project</b> <i>Display of silhouettes of IL victims killed by domestic violence</i> 9:00 a.m. to 4:00 p.m. – ISU Bone Student Center, 4th Floor – West Lounge 5:00 p.m. to 8:00 p.m. – ISU Bowling and Billiard Center

	<p><b>“Kids Turn” Dinner (Invitation Only)</b>  <i>Impact of domestic violence on children</i>  5:30 p.m. to 7:30 p.m. – Biaggi’s  Sponsor: Children’s Foundation</p>
<b>October 15</b>	<p><b>Silent Witness Project</b>  <i>Display of silhouettes of IL victims killed by domestic violence</i>  10:00 a.m. to 4:00 p.m. – Illinois Wesleyan University, Student Center Dugout</p>
	<p><b>TV Program “Domestic Violence” - ISU Campus, Channel 2</b>  10 am, 12 pm, 2 pm, 4 pm, 6 pm, 8 pm, 10 pm</p>
<b>October 16</b>	<p><b>Silent Witness Project</b>  <i>Display of silhouettes of IL victims killed by domestic violence</i>  9:00 a.m. to 4:00 p.m. – Bloomington Public Library, Adult Services Area/  Lobby</p>
<b>October 17- 21</b>	<p><b>Tunnel of Oppression</b>  <i>Haunted House depicting various forms of oppression</i>  Sunday, October 17: 6:00 to 9:00 p.m.; walk-in only  Mon – Thurs: 9:00 to 11:00 am; 1:00 to 4:00 pm; 6:00 to 9:00 pm  ISU Bone Student Center, Prairie Room North  Free to all; call to arrange special times for walk though</p> <p><i>Sponsor: ISU Office of Intercultural Programs</i>  <i>Contact: Mel Freitag 309-438-8968 (mbfreit@ilstu.edu)</i></p>
<b>October 18</b>	<p><b>Silent Witness Project</b>  <i>Display of silhouettes of IL victims killed by domestic violence</i>  9:00 a.m. to 5:00 p.m. – Heartland Community College, ICB Foyer</p>
<b>October 19</b>	<p><b>Silent Witness Project</b>  <i>Display of silhouettes of IL victims killed by domestic violence</i>  10:50 a.m. to 12:35 p.m. – Normal Community High School, Raab Road,  Normal</p>
<b>October 20</b>	<p><b>Silent Witness Project</b>  <i>Display of silhouettes of IL victims killed by domestic violence</i>  10:00 a.m. to 4:00 p.m. – Lincoln College, Bloomington, Raab Rd,  Academic Building</p>
<b>October 22</b>	<p><b>Week Without Violence Luncheon</b>  <i>“At What Cost? Consequences of Violence as a Last Resort”</i>  12:00 to 2:00 p.m.; Second Presbyterian Church, Bloomington  Keynote Speaker: Rev. Richard Watts  Cost: \$12 per person; RSVP by October 15, 2004 at 5 p.m.  Sponsors: YWCA, Community Compact, Mid-Central Community Action's  Countering Domestic Violence Program</p> <p><b>Awards Ceremony – Essay Contest for High School Students</b>  Sponsors: YWCA, Mennonite Churches of McLean County  Contact: Madonna Wilkins 309-662-0461 (mwilkins@ywcamclean.org)</p>
	<p><b>Silent Witness Project</b>  <i>Display of silhouettes of IL victims killed by domestic violence</i>  12:00 pm to 2:00 pm - Second Presbyterian Church, Bloomington</p>
<b>October 24-28</b>	<p><b>Tunnel of Oppression</b>  <i>Haunted House depicting various forms of oppression</i></p>

	<p>Sunday, October 24: 6:00 to 9:00 p.m., walk-in only  Monday – Thursday: 9:00 to 11:00 a.m.; 1:00 to 4:00 p.m.; 6:00 to 9:00 p.m.  ISU Bone Student Center, Prairie Room North  Free to all; call to arrange special times for walk through</p> <p><i>Sponsor: ISU Office of Intercultural Programs</i>  <i>Contact: Mel Freitag 309-438-8968 (mbfreit@ilstu.edu)</i></p>
<b>October 25</b>	<p><b>Silent Witness Project (Tentative)</b>  <i>Display of silhouettes of IL victims killed by domestic violence</i>  8:30 a.m. to 4:30 p.m. – Law &amp; Justice Center, 104 W. Front Street,  Bloomington</p>

**OTHER ACTIVITIES TO PARTICIPATE IN:**

☼ **Make a Personal Pledge**

Go to YWCA's Website [www.ywcamclean.org](http://www.ywcamclean.org)  
Make a personal pledge to stop violence against women

☼ **Purple Ribbon Magnets for Cars**

Contact the Soroptimist Club - *Joan Garber (jgarber@davesworld.net)*

☼ **Pick up a "Stop Violence Against Women Together: Women and Men" pamphlet**  
Pamphlet available through Lifetime TV, Soroptimist Club, and other participating organizations

RESOLUTION of the McLEAN COUNTY BOARD PROCLAIMING  
TUESDAY, OCTOBER 11, 2005  
"IT'S TIME TO TALK DAY" in McLEAN COUNTY

WHEREAS, domestic violence affects women, men and children of all racial, social, religious, ethnic, and economic groups in McLean County; and,

WHEREAS, domestic violence is one of the most pervasive problems in our society today and nearly one-third of all Americans say they know a woman who has been abused by her husband or boyfriend in the last year; and,

WHEREAS, open discussion is the first step in overcoming domestic violence; and,

WHEREAS, *Marie Claire* magazine and Liz Claiborne Inc. have established "*It's Time to Talk Day*;" and,

WHEREAS, around the country, media personalities, government officials, domestic violence advocates, businesses, and the public-at-large will be taking a moment to talk openly about an issue that affects nearly one in three women at some point in their lifetime; and,

WHEREAS, the McLean County Chapter of the Corporate Alliance to End Partner Violence and Radio Bloomington are sponsoring "*It's Time to Talk Day*" activities to raise awareness throughout local communities; now, therefore,


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

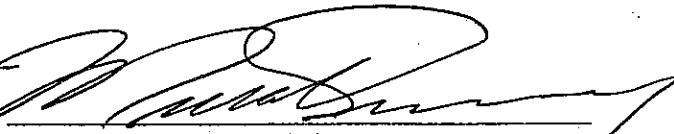
- (1) The McLean County Board hereby proclaims Tuesday, October 11, 2005 as "*It's Time to Talk Day*" in McLean County.
- (2) The McLean County Board hereby urges all County residents to take a moment to talk to their children about healthy relationships, to remind those in abusive relationships that they are not alone and that help is available, and to encourage the development of domestic violence policies in the workplace.
- (3) The McLean County Board hereby further directs the County Clerk to forward a certified copy of this Proclamation to the McLean County Chapter of the Corporate Alliance to End Partner Violence, the Risk Manager, the County Clerk and the County Administrator.

ADOPTED by the McLean County Board this 20<sup>th</sup> day of September, 2005.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

# “ It's Time to Talk ”

About Domestic Violence

Participate in a national **moment to talk**  
Thursday, October 14th

- Talk to your child about healthy relationships.
- Ask a friend you suspect is in an abusive relationship if she is okay.  
Remind her that she is not alone and help is available if she needs it.
- Encourage your workplace to develop a domestic violence policy  
if it does not have one already.

**Let's get the conversation started.**

Insert Organization Name & Logo Here

**marie claire**  
MAGAZINE

**LIZ CLAIBORNE INC**

For more information please visit  
[www.marieclaire.com](http://www.marieclaire.com)

\*  
*marie claire*  
 campaign

"If only we could make women understand. No, you don't have to put up with any of this."  
 —LYDIA LEVITZ, CEO, NATIONAL WOMEN'S RIGHTS PARTY

"My hope is that women suffering silently will see a story on domestic violence in the newspaper or on TV and say, 'I can do it. I can leave.'"  
 —HELYWALACTE FENDER, CNN NATIONAL CORRECTIONS EDITOR

"I recently asked my friends (Do you know anybody who's been alerted by domestic violence news sombody else?) They all answered, 'No.'"  
 —ANITA BARKER, NEWS ANCHOR, CBS NEWS

"As the aunt of a 2-year-old girl, I need to sit down and say to her, 'I want you to be OK for a man to hit a woman.'"  
 —SUSANNE HESTER, TOP-LEVEL EXECUTIVE

"Men have a role in ending the cycle of abuse. If you don't want your boy to grow up to be an abuser, don't abuse."  
 —TERRY PERKINS, WASHINGTON STATE DEPARTMENT OF SOCIAL SERVICES

"I've seen situations in Hollywood where makeup gets put on and the problem is literally covered up. We must commit to talking about abuse publicly and privately."  
 —ALISA LUMIS, CEO, E-NEWSLIVE

"A relative of mine had a verbally abusive partner but our family didn't know what name to give it or how to intervene. We're smart, er and wiser now. You must try to help the abused person see that the abuse is destructive, not loving."  
 —DEBORAH ADAMS, RESPONSIBILITY, ABC NEWS

"All of us have seen situations where the abuser is the one who's being helped. It's not the abuser who's being helped, it's the victim."  
 —JILL KAPLAN, NEWS ANCHOR, CBS NEWS

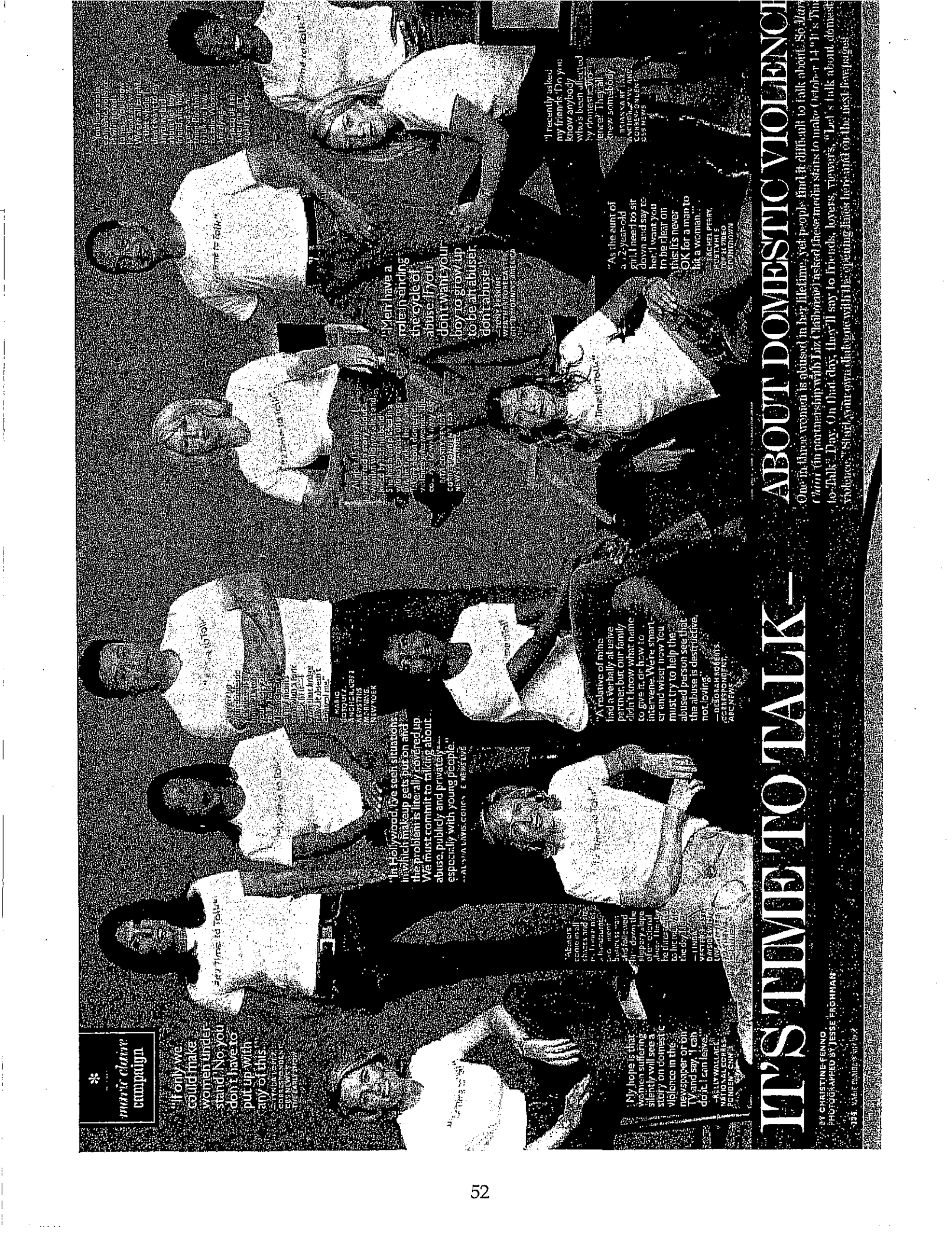
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 —JILL KAPLAN, NEWS ANCHOR, CBS NEWS

"I've seen situations where the abuser is the one who's being helped. It's not the abuser who's being helped, it's the victim."  
 —JILL KAPLAN, NEWS ANCHOR, CBS NEWS

# IT'S TIME TO TALK—ABOUT DOMESTIC VIOLENCE

One in three women is abused in her lifetime, yet people find it difficult to talk about. *Marie Claire* (in partnership with Liz Claiborne) asked these media stars to make October 14th a "No-Talk" Day. On that day, they'll say to friends, lovers, players, "Let's talk about domestic violence." Share your own dialogue with the opening lines here and on the next few pages.

BY CHRISTINE FENING  
 PHOTOGRAPHY BY JESSE PROHMAN  
 123. VAREZ PHOTOGRAPHY



marie claire  
campaign

"If women find somebody else to help them get through it—like in a support group—they'll be able to put themselves first."

— MARTHA MACCALLUM, ANCHOR, FOX NEWS LIVE, NEW YORK

"Victims of abuse should never feel shame. Reaching out will not only help you, it may help the next victim as well."

— DANA TYLER, COANCHOR, CBS 2 NEWS, NEW YORK

"I've never talked about it publicly, but I was a victim of domestic violence. It was a boy friend in college. I thought it was my fault, that I had egged him on to a fight, that if I had been more careful around him he wouldn't have hit me. And that's all the wrong thinking. It's never your fault. It's his fault."

— MACCE HICKEY, CORRESPONDENT, CBS 2 NEWS, NEW YORK

"Women often reflect negativity onto ourselves, instead of onto the person who is abusing us. We need to get the word out that victims didn't do anything wrong."

— SHELLY WADE, HOST, 2100'S HI-NOON COUNTDOWN, NEW YORK

"The thing we must get across is, there is help. You can get the support you need."

— KATY TONG, ANCHOR, WB11 NEWS AT TEN, NEW YORK



"The greater and more frequent the dialogue, the better off women—and society—will be. My dad is my hero because of the wonderful partner he's been to my mother. That's being a role model."

— DAVE PRICE, FEATURED REPORTER, CBS 2 NEWS, THE EARLY SHOW, NEW YORK

"It's scary to talk about something you're afraid of, but opening up and discussing violence forces people to recognize that it exists."

— MARIA BARTIROMO, ANCHOR, CNBC

"A pregnant friend was in an abusive relationship, and she'd mention his 'temper.' I noticed that he never wanted her to go out. Eventually, she started telling friends about threats he would make. We told her, 'We know you want to stay together for the baby, but it's time to leave.' She knew she had her friends behind her."

— ERNABEL DEMILLO, NEWS REPORTER, GOOD DAY NEW YORK

"There are code phrases you'll hear, like, 'I was in a bad marriage,' or 'I just got out of a bad situation,' and at that point you can say, 'Do you mind if I ask what happened?'"

— ALISON STEWART, ANCHOR, MONTE NEWS

"People ask victims, 'Why don't you just leave?' Well, that is easier said than done. As women, we have to talk about it; we have to put a stop to it."

— WENDY WILLIAMS, SYNDICATED RADIO HOST

"Recently, a high-profile woman got banged up by her boyfriend. My 10-year-old son saw the news about it, and I mentioned that the boyfriend might end up getting arrested. My son asked me, 'What for?' I said, 'Because that's assault. A man is never allowed to hit a woman. I sure hope he got it.'"

— ROSANNA SCOTT, CO-ANCHOR, FOX NEWS, NEW YORK

HAIR: HYUNSOO KIM/AMIS; STYLING: ANITA; MAKEUP: ANITA; STYLING: TONY; PHOTO: STEVE LOU; ARTIST: KASBOO; FOX; UZZ; DIGITAL; MAGNUS; NUCLEUS



BY FRANCESCA  
DELBANCO

# How Do You Begin a Conversation?

If you suspect someone you know is being abused, share your concerns with her, rather than tentatively whispering them to a mutual friend. One conversation might not solve her problem, but it will remind her that she has an ally. We consulted Kim Wells with the Corporate Alliance to End Partner Violence and Allegra Perhaes at Safe Horizon for some easy opening lines

**IF YOU'RE WORRIED ABOUT A** friend or relative, the key is to avoid passing judgment or using accusatory words, like "violence" and "abuse." And always have a hotline number on hand, like Safe Horizon's: (800) 799-SAFE.

**START BY SAYING:** "Andrea, I'm worried about you. You don't look happy, you rarely smile anymore. I feel like Alex has been demanding a lot of your attention. You've called him three times in the past half-hour. You always have to ask him for money, even to go see a movie. Is there anything you want to talk about?"

**IF SHE BRUSHES YOU OFF, SAY:** "OK, I'm glad to hear nothing's up. But I'm always here to talk, if anything changes. I really care about you."

**A FEW WEEKS LATER, FOLLOW UP WITH:** "You know Andrea, you still seem pretty tense. I'm really concerned about you. I don't mean to be a nag, but I'm here if you ever want to talk."

**IF SHE ADMITS THERE IS A PROBLEM, LISTEN FIRST, WITHOUT INTERRUPTING. THEN SAY:** "I'm so glad you confided in me. I care about you, and I understand how hard it must be to figure things out alone. I'm here any time you want to talk. But you also might want to speak with an expert: Here's a hotline number, and also the address of a help center where we can go—together, if you want—to get more information. This is a serious situation that likely won't get better without help."

**A FEW WEEKS LATER, FOLLOW UP WITH:** "How are things going with Alex? Any progress? I've been thinking about you guys a lot."

**IF YOU'RE WORRIED ABOUT A** neighbor or acquaintance, try opening the conversation during a natural one-on-one moment. Keep it low-key and calm, so she doesn't feel like she's being ambushed. Your purpose isn't to pry, it's to let her know she has a friend.

**START BY SAYING:** "Hi, I'm Cynthia, and I live upstairs. I didn't mean to eavesdrop, but I heard a lot of yelling and banging coming from downstairs last night. If you feel like talking about anything, I'm available. And if you ever need help, my door is always open—really."

**IF THAT'S WHERE THE CONVERSATION ENDS, DON'T FEEL BAD: YOU'VE DONE THE RIGHT THING BY SAYING SOMETHING. BUT IF YOUR NEIGHBOR OPENS UP, LISTEN FIRST—THEN SAY:** "The last thing I want to do is get you into trouble; he doesn't have to know we talked. You're welcome to use my phone to call this hotline number—that way you can have privacy and get some advice. Also, I'm going to keep an eye on you. Please knock whenever you want to, day or night."

.....  
For more conversation tips, information about It's Time To Talk Day, or to request Liz Claiborne's handbook on relationship abuse, visit [www.mariedaيرة.com](http://www.mariedaيرة.com).



When I was little, our neighbor used to run to us for protection whenever her husband beat her. We'd take her in until he calmed down—then she would go back home. I don't remember our family ever discussing it with her or each other; it was none of our business. Back then, it wouldn't have occurred to any of us to talk to her about options or feelings. I bet she must have been terrified all the time."

—JOY BEHAR, COHOST, ABC'S THE VIEW

JENNY SCHULDER

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF JOHN W. BAKER  
AS A TRUSTEE OF THE HINTHORN CEMETERY DISTRICT

WHEREAS, due to the expiration of term on August 31, 2005, of John W. Baker, on the Board of Trustees of the Hinthorn Cemetery District, it is advisable to consider an appointment to this position; and

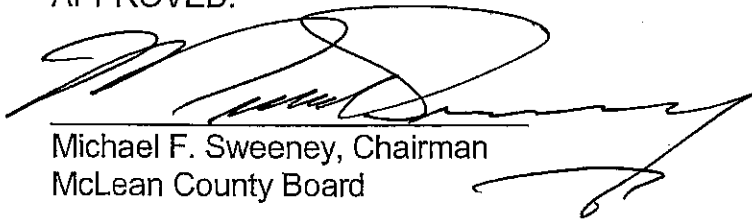
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of John W. Baker as a Trustee of the Hinthorn Cemetery District for a six-year term to expire on August 31, 2011, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of appointment to John W. Baker, Secretary-Treasurer of the Hinthorn Cemetery Board.


Adopted by the County Board of McLean, County, Illinois this 20th day of September, 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF NORMAN WILSON  
AS A TRUSTEE OF THE HINTHORN CEMETERY DISTRICT

WHEREAS, due to the expiration of term of Norman Wilson on the Board of Trustees of the Hinthorn Cemetery District, it is advisable to consider an appointment or reappointment to this position; and

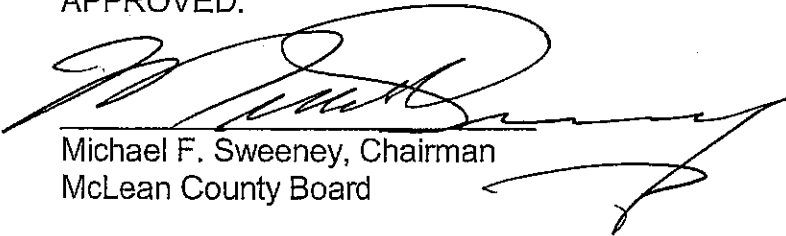
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Norman Wilson as a Trustee of the Hinthorn Cemetery District for a six-year term to expire on August 31, 2011, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Norman Wilson and John W. Baker, Secretary-Treasurer of the Hinthorn Cemetery Board.

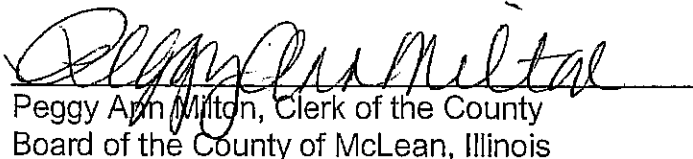
Adopted by the County Board of McLean, County, Illinois this 20th day of August, 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF THOMAS W. NOVOSAD  
A COMMISSIONER OF THE PUBLIC BUILDING COMMISSION

WHEREAS, due to the expiration of term of Thomas W. Novosad as a Commissioner of the Public Building Commission, it is advisable to consider reappointment of this person; and,

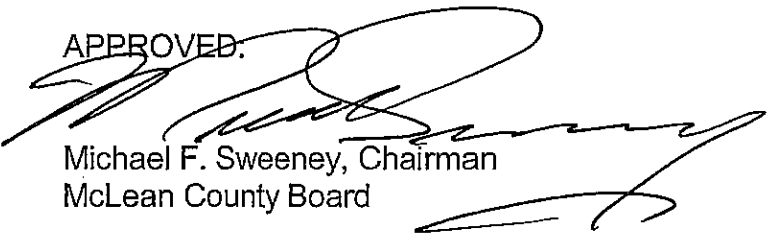
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 50 Illinois Compiled Statutes, 20/5, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Thomas W. Novosad for a five-year term of office to expire on October 1, 2010, as a Commissioner of the Public Building Commission or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Thomas W. Novosad and D. C. Wochner, Attorney for the Public Building Commission.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of September, 2005.

APPROVED.

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF McLEAN )

A RESOLUTION FOR APPOINTMENT OF JOHN SUTTER  
AS A TRUSTEE OF THE  
ELLSWORTH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2005 of Mike Beal as a Trustee of the Ellsworth Fire Protection District, it is advisable to consider a reappointment or appointment to this position; and,

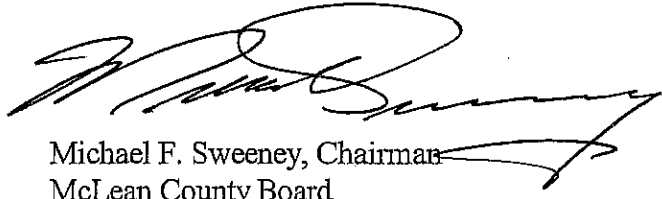
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of John Sutter as a Trustee of the Ellsworth Fire Protection District for a term of three years to expire on April 30, 2008 or until a successor shall have been qualified and appointed.

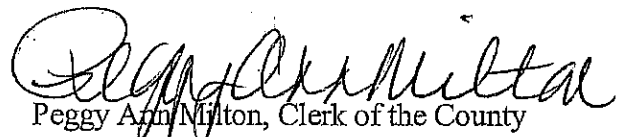
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to John Sutter and Hunt Henderson, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of September, 2005.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

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STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF DRAKE ZIMMERMAN  
AS A MEMBER OF THE ZONING BOARD OF APPEALS

WHEREAS, due to the expiration of term on June 30, 2005 and resignation of Tony A. Wheet as a member of the Zoning Board of Appeals, it is advisable to consider an appointment to this position; and,

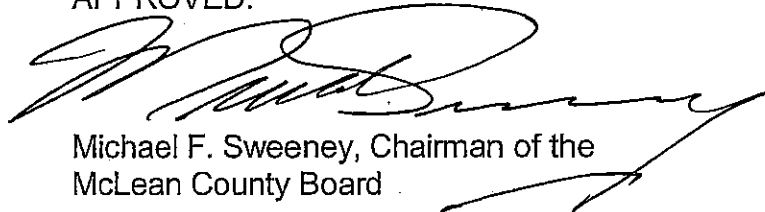
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/5-12010 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Drake Zimmerman as a member of the Zoning Board of Appeals for a term of five years to expire on June 27, 2010 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a copy of this resolution of appointment to Drake Zimmerman and the Office of Building and Zoning.


Adopted by the County Board of McLean County, Illinois, this 20<sup>th</sup> day of September, 2005.

APPROVED:



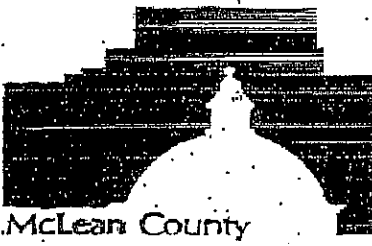
Michael F. Sweeney, Chairman of the  
McLean County Board

ATTEST:



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

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**BOARD APPOINTMENT APPLICATION/RESUME FORM**

Name of Board or District you are being considered for appointment to:

DRAKE ZIMMERMAN JO CFA

Have you served on this Board or District before: NO

If yes, for how long? \_\_\_\_\_

Name DRAKE ZIMMERMAN  
First Middle Initial Last

Address 20722 CHEMERS GROVE ROAD 300106

Telephone: Residence: 309 378 2212 Business 309 454 7040 166704

E-mail: drake.zimmerman@verizon.net

Name of Employer or Business Zimmerman & Associates Investment

Additional Comments: ADVISORS

"As a condition of the appointment I will, at the time of my appointment, or as soon thereafter as possible, file with the County Clerk a Statement of Economic Interest in accordance with the Illinois Governmental Ethics Act."

I also understand that the information provided on this application form is a public record and is subject to disclosure under the Illinois Freedom of Information Act.

Date 7/1/05 Signature Drake Zimmer

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## Biography of Drake Zimmerman

Drake grew up in Iowa.

He thinks and acts both locally and globally. As founder of Rotarians Against Malaria, Drake communicates with health workers from dozens of organizations around the world to help with malaria control. For that work, his Alma Mater, Simpson College awarded him Humanitarian of the Year in 1999. He has won numerous Rotary awards. Currently he heads his Rotary District's Foundation Committee.

1999 Lewis J. Burger Outstanding Volunteer Fund Raiser from NSFRE Central Illinois Chapter.

Professionally, Drake Zimmerman is a financial advisor and registered principal practicing 'Life-Work Planning' in Normal, Illinois since 1982. He earned:  
a law degree from University of Iowa  
a Masters in German from Middlebury College  
Certified Financial Planner 1986  
Chartered Financial Analyst 1988  
Advanced Estate Planner 2003  
Chartered Advisor in Philanthropy 2003, (On Nov 3, he was the first person ever to take and pass the exam!)  
2003 Class of Masters Program of Esperti-Peterson in Advanced Wealth Transfer Design  
NLP Certified Coach 2003 - International Training Seminars in London (20-Day Course)

He speaks and writes frequently on financial and charitable topics.

Drake's first book, Enduring the Darkness, compiling the inspiring letters of Amnesty International prisoner Kim Seong Man, won international acclaim.

Drake contributed to other books, including Giving: Understanding How and Why of Charitable Planning, appeared in 2003.

The Bigger Pie 2005

He is a co-founder of the Illinois Prairie Community Foundation and Friends of Kickapoo Creek, both based in McLean County.

Drake is restoring a few acres of prairie, and keeps bees.

Members Bostic/Gordon moved the County Board approve the Consent Agenda as amended. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Next on the agenda is the approval of Resolutions of Congratulations and Commendations. I will turn the floor over to Tari Renner. Member Renner introduced Ms. Deborah White from Mid Central Community Action's Countering Domestic Violence Program. Ms. White wants to highlight the "It's Time to Talk Day" Resolution which the Board just approved. Ms. White stated that on behalf of all Local Corporate Alliance to End Partner Violence members she would really like to express gratitude for bringing awareness to the issue of domestic violence through national "It's Time to Talk Day" and our local candlelight vigil. She said she would also like to take this opportunity to thank the Board for bringing intervention to this issue through the Illinois Criminal Justice Information Authority grant which allows our local State's Attorney's Office, Sheriff's Department, and Adult Court Services to intervene in these cases. Member Renner thanked Ms. White.



EXECUTIVE COMMITTEE:  
Member Sorensen, Vice-Chairman, presented the following:

**EARL KINGMAN**

206 Riss Dr.  
Normal, IL 61761-3231  
(309) 452-8095

**EDUCATION:**

University of Illinois  
Bachelor of Science Degree February, 1957  
Major: General Agriculture

**WORK EXPERIENCE:**

**1/94 – 9/96**      **GROWMARK/FS SERVICES, Inc.**  
Manager, Technical Services.  
Managed the evaluation, selection, quality and performance of fertilizer and pesticide products for field crops, turf and vegetable crops; and the acquisition testing of genetics for proprietary corn, soybean and wheat varieties. Developed and implemented agronomic training for 450 retail Sales people in three states and Ontario. Maintained close working relationships with University research and Extension personnel.

**9/82 – 1/94**      **Manager – Products.** Managed fertilizer and pesticide products for three state market area.

**4/79 – 9/82**      **Crops Manager – Product Service.** Managed seven (7) person field force who developed and implemented agronomic training of retail sales force.

**8/76 – 4/79**      **Market Manager Corn and Soybeans.** Developed and implemented Marketing strategies for fertilizer and pesticide for use on corn and soybeans.

**10/75 – 8/76**      **Market Manager Wheat and Other Crops.** Developed and implemented Marketing strategies for fertilizer and pesticide products for use on wheat other field crops.

**4/72 – 10/75**      **Manager Crops Division Pricing.** Generate and evaluate market intelligence and establish wholesale pricing on fertilizer and pesticides to insure that profitability targets were achieved.

**10/71 – 4/72**      **Technical Services Specialist.** Assisted with the acquisition and management of agronomic information.

**10/66 – 10/71**      **Crops Division Field Specialist.** Trained retail sales people and farmers in optimum methods of crop production.

**6/64 – 10/66**      **General Sales Manager – McHenry FS.** Supervised nine person sales force for crop production in-puts and petroleum products.

**3/60 – 6/64**      **University of Illinois Cooperative Extension Service**  
Farm Adviser - Tazewell County  
Assistant Farm Adviser - McDonough County

**CERTIFICATION/  
RECOGNITION:**

Book of Golden Deeds Award – Bloomington Exchange Club – 2004  
Service to Agriculture Award – Southern Illinois University – 1995  
Advisory Committee to Department of Agronomy - University of Illinois  
1992-95

**COMMUNITY SERVICE  
ACTIVITIES:**

Commercial pilot license with instrument rating  
Crosswinds Flying Club – Past president  
Prairie Aviation Museum – Board of directors  
General Aviation Advisory Committee – CIRA  
Illinois State University – Sr. Professionals  
Scott Health Care – Volunteer  
Exchange Club of Bloomington – Past president  
Bloomington/Normal Sister Cities Committee – Past chair  
Second Presbyterian Church – Trustee, Elder  
Co Chair of capital campaign raising over \$8 million - 2004

206 Riss Dr.  
Normal, Il. 61761  
August 27,2005

Mr. John Zeunik  
McLean County Administrator  
115 E. Washington St.  
P.O. Box 2400  
Bloomington, Il. 61702-2400

Dear Mr. Zeunik,

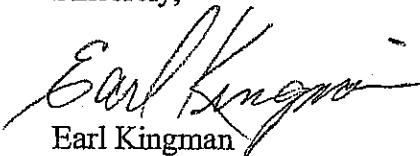
I am writing to express interest in serving as a member of the Central Illinois Regional Airport Authority. I believe that a good airport with an appropriate combination of airline and general aviation service can be a great asset to Bloomington/Normal and central Illinois.

My experience includes 23 years of service as a navigator in the U.S. Air Force, including three years of active duty and 20 years in the Air Force Reserves and Air National Guard. This service took me to more than 20 countries around the world including Vietnam. I retired with the rank of Lieutenant Colonel.

I have a commercial pilot's license with an instrument rating and have regularly flown single engine airplanes from the Central Illinois Regional Airport for over 30 years. I am also interested in the business and operations aspect of the airport, and have attended several meetings of the airport authority.

I am retired from GROWMARK after 32 years as an agronomist and mid level manager. I would appreciate your favorable consideration for a position on the Airport Authority board.

Sincerely,

  
Earl Kingman

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF McLEAN    )

A RESOLUTION FOR APPOINTMENT OF EARL C. KINGMAN  
AS A COMMISSIONER OF THE  
BLOOMINGTON-NORMAL AIRPORT AUTHORITY

WHEREAS, due to the expiration of term and resignation of Neale McCormick as a Commissioner of the Bloomington/Normal Airport Authority, it is advisable to consider an appointment or reappointment to this position; and,

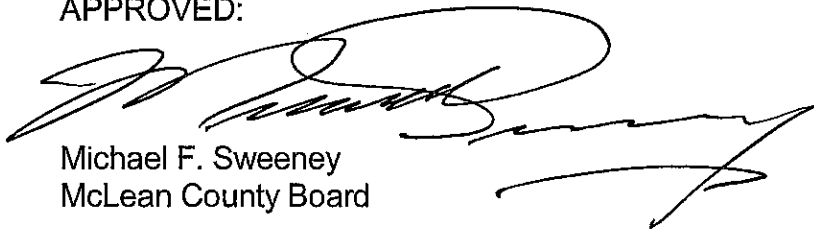
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 5/3.1, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Earl C. Kingman as a Commissioner of the Bloomington-Normal Airport Authority for a term of five years scheduled to expire on April 30, 2010 or until a successor shall have been qualified and appointed.

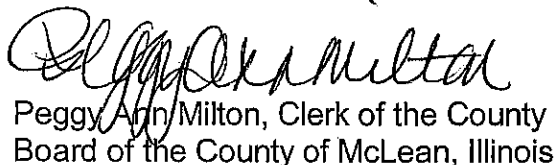
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Earl C. Kingman, Steve Wannamacher, the Bloomington-Normal Airport Authority and Mr. William Brandt, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of September, 2005.

APPROVED:

  
Michael F. Sweeney  
McLean County Board

ATTEST:

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

Members Sorensen/Gordon moved the County Board approve the appointment of Earl C. Kingman to the Bloomington-Normal Airport Authority. Member Segobiano stated that he pulled this item for the simple reason that the Airport Authority Board has been a concern of this Board for a number of months and this five-year appointment is very important. Member Segobiano indicated that the Airport Authority Board has taxing authority with advice and consent of the County Board. He stated that he will neither vote for or against Mr. Kingman because there is nothing to compare this gentleman with. Member Segobiano said that his vote will be present and he thinks, with all due respect to this Board, that they should have been allowed to know how many people applied for this position and what their credentials were. He asked how the Board could know that this is the best man for the position. Member Segobiano suggested that in the future the Board should know who is applying for these types of positions in order to make a good comparison because, once again, they do have taxing authority, with advice and consent, but certainly no advice can be given because we have nothing to compare it with. Member Segobiano stated that he will vote present on this appointment. Chairman Sweeney stated that was not quite true though. He indicated that some Members had discussed some of the appointments with him because their friends have asked to be on the Airport Authority Board so some people did do that. Chairman Sweeney continued that the rules of the Board are very specific about the fact that only people that are Elected Officials will go through the Executive Committee and to the full Board so everybody, including the media, knows who those individuals are, but that's not the case in this case. Chairman Sweeney asked Mr. Ruud to talk about advice and consent. Mr. Ruud explained that in the Airport Authorities Act, in counties of this size, where the Airport Authority is wholly located within the boundaries of one County, then the County's selection for appointment shall be done by having the County Board making the appointment and submitting it to the County Board for its advice and consent. Mr. Ruud continued that that is the reason this is before you today. Mr. Ruud further explained that as far as the law of advice and consent is concerned, there isn't much of anything in Robert's Rules. You have to turn to the statutes and case law and the constitutional law of advice and consent is very clear. The Chairman of the Board has plenary power to nominate a candidate. He is not obligated to take the advice of the County Board on the identity of those he will nominate nor does the County Board have the authority to set the qualifications for his nominees. However, the sword that the County Board has is the plenary authority to either reject or confirm that the candidate has been nominated by the Chairman of the Board. If the nominee is rejected then the Chairman must go back, but again, has plenary authority to place the name of another into nomination. Member Segobiano asked who the Board has to compare this gentleman with if they are not entitled to know who applied for the position. He stated that he felt that it's just a matter of courtesy. He continued that this has been done in the past and he would certainly like to see it done in the future. Chairman Sweeney stated that he was almost positive, after 18 years, it's not been done in the past that nobody has been notified about who had applied for the position - whatever the position is. Chairman Sweeney stated that when he became chairman he had the board change the rules and they voted

unanimously to change the rules that say individuals that are elected officials will have to go through the process and let people know who they are. We did that for Member Nuckolls, Member Kalapp, the State's Attorney's office, and we did that for the Treasurer's office. They all went through the Executive Committee. Chairman Sweeney continued to say that the Board makes 280 appointments in a three year period of time and he didn't know how the Board would pick out which ones they want to run through the Executive Committee that are not elected officials and just appointed. Chairman Sweeney said he is very cognizant of Member Segobiano's concerns but he thinks that this individual that was selected was far and above the other people and he interviewed three of the other people and he was sure Member Segobiano was aware of that. Member Segobiano stated he was not aware of who was interviewed except one gentleman and therefore he had nothing to compare it with. Chairman Sweeney stated there were 10 people who applied of which he interviewed three. He indicated he interviewed one for 45 minutes, one for 35 minutes, and the other for 20 minutes. He stated that those individuals also had called him previously and one of the individuals talked to him for 35 minutes at that time. Chairman Sweeney stated that he thinks they went through the process correctly and he hopes the Board agrees with that. He indicated that he knows that the Board has nobody to compare to but he wanted to let them know that this individual was by far superior than the other candidates in his opinion. Member Segobiano stated that the Board would have to take his word for that. Chairman Sweeney indicated that was correct. Clerk Milton shows all Members present voting in favor of the Motion, except Member Segobiano, who voted present. Motion carried.

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

### ROAD UPGRADE AND MAINTENANCE

This ROAD UPGRADE AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this 20<sup>th</sup> day of September, 2005 by and among McLean County, an Illinois County (the "County"), and High Trail Wind Farm, LLC ("High Trail") and Old Trail Wind Farm, LLC ("Old Trail", and together with High Trail, collectively, "Developers"). Each of the Developers and the County are sometimes referred to herein individually as a "Party" and collectively as the "Parties". The term "Developers' Representative(s)" shall include the Developers' contractors, sub-contractors, agents, employees, suppliers and designees.

### RECITALS

WHEREAS, Developers are in the process of developing a wind-powered electric energy generating facility (the "Project") in McLean County, Illinois and have submitted an application for a Special Use Permit for the Project with the Department of Building and Zoning in accordance with the Zoning Ordinance of McLean County, and

WHEREAS, Developers propose to construct the Project in two or more phases. Each phase will be constructed and owned either by High Trail or Old Trail, and

WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the "County Roads") over which it will be necessary for the Developers and the Developers' Representative(s) to, among other things, (i) transport heavy equipment and materials over certain County Roads, which may in certain cases be in excess of the design limits of the County Roads; (ii) transport certain locally sourced materials, such as concrete and gravel, on such County Roads; (iii) widen certain County Roads and make certain modifications and improvements (both temporary and permanent) to such County Roads (including to certain culverts, bridges, road shoulders and other related fixtures) to permit such equipment and materials to pass; and (iv) place certain electrical and communications cables (collectively "Cables") for the Project adjacent to, under or across certain County Roads, and

WHEREAS, 605 ILCS 5/9-113 grants to the County, authority to impose reasonable rules, regulations and specifications for the use of County roads by public and private utilities, and

WHEREAS, 605 ILCS 5/9 113.01 imposes a liability on public or private utilities for any damage to County highways, and

## ROAD UPGRADE AND MAINTENANCE

This ROAD UPGRADE AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and among McLean County, an Illinois County (the "County"), and High Trail Wind Farm, LLC ("High Trail") and Old Trail Wind Farm, LLC ("Old Trail", and together with High Trail, collectively, "Developers"). Each of the Developers and the County are sometimes referred to herein individually as a "Party" and collectively as the "Parties". The term "Developers' Representative(s)" shall include the Developers' contractors, sub-contractors, agents, employees, suppliers and designees.

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WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the "County Roads") over which it will be necessary for the Developers and the Developers' Representative(s) to, among other things, (i) transport heavy equipment and materials over certain County Roads, which may in certain cases be in excess of the design limits of the County Roads; (ii) transport certain locally sourced materials, such as concrete and gravel, on such County Roads; (iii) widen certain County Roads and make certain modifications and improvements (both temporary and permanent) to such County Roads (including to certain culverts, bridges, road shoulders and other related fixtures) to permit such equipment and materials to pass; and (iv) place certain electrical and communications cables (collectively "Cables") for the Project adjacent to, under or across certain County Roads, and

WHEREAS, 605 ILCS 5/9-113 grants to the County, authority to impose reasonable rules, regulations and specifications for the use of County roads by public and private utilities, and

WHEREAS, 605 ILCS 5/9 113.01 imposes a liability on public or private utilities for any damage to County highways, and



WHEREAS, under 605 ILCS 5/5 et seq the County has broad power regarding the opening, construction, maintenance, relocation, access to or repair of highways in the County Highway system, and

WHEREAS, it is in the best interest of the public health, safety and welfare that Developers and the County reach an agreement to address the majority of issues that will arise in a project of this size, and

WHEREAS, Developers have provided to the County Engineer of McLean County a site layout plan for the Project that shows the tower sites, the access road entrances, the underground collection system and the power transformer site, a copy of which is attached as Exhibit A (the "Plan"), and

WHEREAS, Developers and the County of McLean wish to set forth their understanding and agreement as to the road issues relating to the construction and operation of the Project, and

WHEREAS, this Agreement shall apply to those County Roads listed on the Principal Road Upgrade Schedule attached as Exhibit B and, subject to Section 3D herein, any other County Highway used by Developers, Developers' Representative(s) in direct support of the construction and operation of the Project.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promise and covenants herein set forth, the parties, intending to be legally bound, agree as follows:

Section 1. Each of High Trail, in respect of the phases of the project owned, developed and constructed by it, and Old Trail, in respect of the phases of the project owned, developed and constructed by it, agree to undertake the following activities in accordance with the terms of this Agreement:

- A. Within five business days following the award of any contract by the County for the improvements to the County Highways in accordance with Section 5 and Exhibit B for which a Notice to Proceed has been given pursuant to Section 1. T. and not withdrawn, Developers shall pay McLean County Highway Department for the costs of the improvements contained in the bid accepted by the County ("Bid Cost"). For purposes of this Agreement, "commencement of construction" shall mean construction by Developers or Developers' Representative(s) of access roads and wind turbines on the Project site has begun and

does not include testing or surveying (including geotechnical drilling and meteorological testing) to determine the adequacy of the site for construction.

The Parties acknowledge the costs set forth in Exhibit B are estimates. Upon final payment by the County to its contractor for each improvement for which a contract was awarded, the County shall compare the actual cost with the Bid Cost. The County shall provide the Developers with a statement of the final actual costs. In the event the actual costs for the improvements were greater than the Bid Cost payment made by the Developers, the Developers shall reimburse the County for those additional costs. In the event the actual costs for the improvements were less than the Bid Cost payment made by the Developers, the County shall reimburse the Developers for those overpaid costs.

- B. If Developer obtains all required governmental approvals, finds an acceptable market for the power from the respective phases of the project and enters into a power purchase agreement, and elects to proceed with any phase of the Project, Developer shall build the Project substantially as depicted on the Plan and obtain County Highway Department approval of any material alteration of the Plan insofar as it involves the use of County Highways;
- C. Present Access Permit applications and required plans for all access points to the County Highway system;
- D. Erect permanent markers indicating the presence of the Cables;
- E. Install marker tape in any trench in which Developers or Developers' Representative(s) have placed Cables located on County right-of-way;
- F. Become a member of the Illinois State-Wide One-Call Notice System (otherwise known as the Joint Utility Locating Information for Excavators or "J.U.L.I.E.") and provide J.U.L.I.E. with all of the information necessary to update its records;
- G. Use directional boring equipment to make all crossings of County Highways for the cable collection system;

- H. Provide plans for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by the Developers or Developers' Representative(s);
- I. Make the necessary improvements for these widened radii and once these widened radii are no longer needed to return the corners substantially to their original lines and grades unless the County Engineer requests that the widened radii remain as improved;
- J. Notify the County Engineer in advance of all oversize moves and crane crossings;
- K. Transport the tower segments and other oversize loads so as to minimize adverse impact on the local traffic;
- L. Provide as much advance notice as is commercially reasonable to obtain approval of the McLean County Highway Department when it is necessary for a road to be closed due to a crane crossing or for any other reason. Notwithstanding the generality of the aforementioned, Developers will provide 48 hours notice to the extent reasonably practicable;
- M. Sign all highway closures and work zones in accordance with the Illinois Department of Transportation Manual On Uniform Traffic Control Devices;
- N. Pay for the cost of all repairs to all County Highways that are damaged by Developers or the Developers' Representative(s) during the construction of the Project and restore such roads to the condition they were in at the time of the pre-construction inventory;
- O. Establish a single escrow account and a single Letter of Credit in accordance with Section 6 for all phases of the Project;
- P. Notify all relevant parties identified under Section 4 of any temporary road closures.
- Q. At the commencement of construction of each phase of the Project and on the first, second, third and fourth anniversaries thereafter, pay to the McLean County Highway Department, the amount of \$50,000.00. Thereafter, the annual fee shall be 100% of what the prior year's fees would have been based on the County standard

charges for agreements of this type. The fee shall not be cumulative, so if two or more phases are under way in any one year, only one \$50,000 payment per year shall be made.

- R. Obtain easements and other land rights needed to fulfill Developers' obligations under this Agreement.
- S. Agree that the County shall design all road upgrades in accordance with the IDOT Bureau of Local Roads and Streets Manual – 2005 edition.
- T. Provide written Notice to Proceed to the County by December 31 of each year, which notice shall identify the roads to be upgraded during the following year. The Notice to Proceed may be withdrawn at any time by Developers prior to the County's advertisement of the notice of bids. In the event Developers elect to withdraw the Notice to Proceed, Developers agree to pay the County for its actual reasonable costs incurred related to the subject improvements following the receipt of the Notice to Proceed through receipt of the notice of withdrawal.
- U. Acknowledge that the estimates provided in Exhibit B are good faith estimates, but actual costs may vary.
- V. Provide dust control and grading work to the reasonable satisfaction of the County Engineer on County roads covered by this Agreement that become aggregate surface roads.
- W. Anywhere this Agreement obligates Developers to make a payment, said payment shall be made directly to the McLean County Highway Department. Except as called for in section 1A payments shall be made within 21 days of receipt of an invoice, containing such detail as Developers may reasonably request, from McLean County Highway Department. Such payments shall be made, at the Developers' discretion, by check or wire transfer of immediately available funds.

Section 2. The County, in accordance with the terms of this Agreement, agrees to:

- A. Review for approval all access points to the County Highway system by giving consideration to sight distances, drainage and proximity to other entrances, in a reasonable manner and in accordance with accepted engineering practices;

- B. Review for approval plans for all utility encroachments on County rights-of-way; in a reasonable manner in accordance with accepted engineering practices;
- C. Review for approval all crane crossings across the County Highway system by giving consideration of road damage and traffic safety in a reasonable manner based on accepted engineering practices;
- D. Issue master overweight and oversize permits in a timely manner for the roads scheduled on Exhibit B upon the filing of such applications on behalf of Developers and waive overweight permit fees for loads with axle weights of 18,000 pounds or less. Issue permits during the spring posting period, between January 15<sup>th</sup> and April 15<sup>th</sup> when conditions warrant;
- E. Coordinate with Developers and Developers' Representative(s) so as to minimize the impact of their use of the County Highway system;
- F. Waive all individual work permit fees.
- G. Perform all routine maintenance on the County Highways used for the construction of the towers in accordance with Section 5 of this Agreement.
- H. Consent to the use of the County Highway's rights-of-way for utility encroachments, including Cables for the Project. Consent granted herein shall be effective only to the extent of the property interest of the County of McLean. Such consent shall not be binding on any owner of a fee over or under which the highway is located and shall not relieve Developers from obtaining by purchase, condemnation or otherwise the necessary approval of any owner of the fee over or under which the highway is located if such approval is legally required.
- I. Design all road upgrades in accordance with IDOT Bureau of Local Roads and Streets Manual – 2005 edition.
- J. Implement road upgrades as agreed to in Exhibit B upon receipt of the Notice to Proceed.

- K. Authorize County Engineer to agree on behalf of County to revisions to Exhibits A and B and to determine appropriate improvements.
- L. One week prior to advertisement of bids, notify Developers of its intent to advertise notice of bids.

Section 3 Planning Inventory

A. Road Inventory

1. Pre-Construction Inventory

The Parties, prior to the commencement of construction of any phase, shall jointly perform a survey to record the condition of the pavement surface of the County Highways listed in Exhibit 'B'. For County Highways 15, 17 & 21 this survey shall be performed no later than ten (10) days prior to the start of any pre-construction upgrade. For County Highways 28 and 36, the survey shall be done no later than 10 days prior to the start of use by the Developers and Developers' Representative(s). During this survey the entire length of the road as listed in Exhibit B shall be video taped and if necessary photographs may be taken. In addition the County will provide the Developer or his agent copies of any plans, cross-sections and specifications relevant to the existing road structure.

For any structures on the proposed routes that the County feels may not carry the loads proposed by the Developer, the County shall have the right to hire a consultant to make a study of the structure to determine the load carrying capacity. The Developer shall furnish the consultant with drawings depicting the axle numbers, spacing and loading for the trucks moving the oversized loads. If it is determined that a structure will not carry the loads that are proposed the Developer may propose a plan to strengthen the structure. The County will then furnish the Developer with all available plans. Should the Developer present a plan to strengthen a structure the County will then have their consultant review these plans to determine if the improvements will carry the proposed loads. All costs incurred by the County for these services shall be paid by the Developers or from the escrow account.

Copies of all pre-construction documentation shall be provided to each of the Parties.

## 2. Post-Construction Inventory

Upon completion of construction of each phase of the Project, representatives of the County and Developer will perform a post-construction inventory, the methods of which shall be similar to those of the pre-construction survey. The two sets of data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey McLean County will determine the extent of the repairs or improvements needed to return the roads to a pre-construction condition. The design of these repairs or improvements shall conform to standards provided in the IDOT Bureau of Local Roads and Streets Manual – 2005 edition the cost of these repairs or improvements to be paid by the Developers or from the escrow account.

### B. Routing and Access Approval

As soon as practical and as necessary throughout the construction of any phase of the Project, Developers and County shall meet and by mutual agreement revise the Plan (Exhibit A) in so far as it affects the County Highways and make it more definitive. By mutual agreement, County Highways may be added to or deleted from the Principal Road Upgrade Schedule attached as Exhibit B, specific timing for upgrades shall be established, access points to public roads may be approved, preferred traffic routes shall be established and utility encroachments, including Cable, finalized. The Principal Road Upgrade Schedule (Exhibit B) has two parts. The first part is an estimate of the cost of improvements that are to be made before construction commences to give the road sufficient structural strength to handle the traffic anticipated during the construction of the Project. The second part is an estimate of the improvement that may need to be completed at the completion of the construction of the Project to return the roads identified in Exhibit B as amended from time to time to the same or better condition than those roads were in during the pre-construction inspection.

### C. Revisions

As the Principal Road Upgrade Schedule (Exhibit B) is revised and roads are added or removed, pre-construction and post-construction

improvement details shall be prepared and added to the Exhibit B using the same methodology as was used to establish the improvement descriptions and cost estimates included in Exhibit B.

D. Incidental Use

The Parties recognize that the Project traffic may, either through mistake or with the consent of the County, use roads other than those listed on the Principal Road Upgrade Schedule (Exhibit B). Repairs for damage caused by Developers or the Developers' Representative(s) during such mistaken or permitted use shall be paid by Developers directly to McLean County Highway Department, or as provided in Section 6 C of this Agreement.

Section 4. Construction Cooperation:

A. With Others:

Prior to the commencement of construction of any phase, Developers shall hold a meeting and shall invite all public or semi-public entities that may be affected by the Project including, but not limited to, schools and fire protection districts. At said meeting, Developers will discuss their plans for the construction of the Project and compile a list of contact persons that will need to be notified of any temporary road closures that may have an effect on the daily routine or routing of those agencies. Should all of the parties contacted not be represented, Developers shall attempt to make contact with these entities in an effort to obtain the contact information. A copy of this list shall be furnished to the Highway Department.

B. With the County:

During construction of any phase, the County and Developers shall meet regularly to disclose and discuss Project activities, including anticipated material and equipment deliveries and traffic movement – which may be reflected as changes in the Plan (Exhibit A) and/or the Principal Road Upgrade Schedule (Exhibit B).

Section 5. Upgrades and Maintenance of the County Highways

- A. In order to minimize the adverse effect of the construction traffic on the County Highways, certain upgrades will be required on certain roads as described below the cost of which shall be paid by Developers.



See the Principal Road Upgrade Schedule attached as Exhibit B, as amended from time to time.

- B. The daily routine maintenance of the County Highways affected by the Project including snow removal, striping, and routine signage and regularly scheduled maintenance or repair shall be the responsibility of the McLean County Highway Department. If repairs or maintenance, other than daily routine maintenance, are deemed necessary because of activity of Developers or Developers' Representative(s), the County will invoice the Developers for such cost and Developers shall make payment to the County therefore.

#### Section 6. Escrow Account and Letter of Credit

- A. Once the Developers have elected to proceed with the Project in accordance with Section 1 B, then not more than two days following receipt of the notice of intent by the County to advertise the first bid for road upgrades identified on Exhibit B that are subject to this Agreement, the Developers shall establish an escrow account in the amount of \$500,000.00 (the "Escrow Account"). The Escrow Account shall be used to pay for expenses incurred for the upgrade and/or repair of the County Highways in accordance with the terms of this Agreement in the event Developers do not otherwise pay the costs thereof. The Escrow Account shall be established at a bank doing business within McLean County selected by Developers. Within forty-five days of the execution of this Agreement by the Parties, or such later date as the Parties may agree, the Parties shall execute a mutually agreeable form of escrow agreement (the "Escrow Agreement"), which agreement shall, among other things, appoint the escrow agent and set forth the disbursement provisions in detail. Developers shall be responsible for making additional deposits in the Escrow Account in order to maintain the original minimum balance provided however, that the aggregate amount (including the initial balance) Developers shall be required to deposit shall not in any event exceed \$11,000,000. At the same time the Escrow Account is established, Developers shall also provide to McLean County an "Irrevocable Letter of Credit" in the face amount of \$500,000.00 (the "Letter of Credit") which the County may draw against in the event and only to the extent that sufficient funds are not available in the Escrow Account to pay for Developers' failure to pay for the upgrade and repair expense of the County Highways in accordance with the terms of this Agreement. The Letter of Credit shall

be issued by a bank and in such form as is reasonably acceptable to the County.

- B. The Escrow Account and Letter of Credit shall remain in place from the date the initial deposit is made until a date two years after the commencement of commercial operations of the final phase of the Project. For avoidance of doubt the commencement of commercial operation date shall be the date that the entire Project is placed into service. The County agrees to deliver any certification required for any permitted withdrawal from the Escrow Account or surrender of the Letter of Credit, including any final withdrawal and/or surrender when Developers are no longer required to fund the Escrow Account or provide the Letter of Credit pursuant to the terms hereof, or the terms of the Escrow Agreement or Letter of Credit. For so long as Developers are required to maintain the Letter of Credit pursuant to the terms hereof, in the event that, pursuant to the terms of such Letter of Credit, the County shall be entitled to draw down the full outstanding amount of such Letter of Credit as a result of a failure to extend, amend or replace such Letter of Credit prior to its expiration, the County agrees that it shall immediately deposit any amounts so drawn into the Escrow Account. Developers shall be entitled to withdraw from the Escrow Account any and all amounts in the Escrow Account (including any interest accrued thereon) two years after the commencement of commercial operations of the last phase of the Project.
- C. The Escrow Agreement shall set forth, among other things, the disbursement procedures for the Escrow Account and shall include:
1. For the pre and post construction improvements listed on the Principal Road Improvement Schedule attached as Exhibit B, as such Exhibit may be amended by the Parties from time to time:
    - a. The County shall notify Developers in writing of the work to be done.
    - b. The contract shall be let by the County. Payment shall be made by the Developers or from the Escrow Account for pre and post construction road improvements.
  2. For Damage during Construction to the roads listed on the Principal Road Upgrade Summary, as amended from time to time:

- a. The County shall notify Developers of the work to be done.
  - b. The work shall be performed or contract shall be let by the County. Payment for such work shall be made by the Developers or from the Escrow Account.
3. For damages on roads other than those listed on the Principal Road Upgrade Summary attached as Exhibit B, as amended from time to time:
- a. The County notifies Developer of the location and nature of the repair or maintenance required and a suggested time framework for completion.
  - b. If Developers agrees, the County or County's contractor shall perform the repair in the time framework specified and recover its costs from the Developers or the Escrow Account.
  - c. If Developers disagree, the County and Developers will in good faith attempt to resolve the dispute and shall involve Lewis, Yockey and Brown as a neutral intermediary to help resolve the dispute within a 5-day period. The costs of the intermediary will be paid equally by the Parties if a mutually agreeable solution is proposed, or if not, by the Party rejecting the intermediary proposed solution. Either Party may reject the intermediary solution by written notice to the other party within 2 days from the date it is rendered.
  - d. If the Parties cannot agree and the County rejects the intermediary's proposed solution, the County may take unilateral action to prevent harm or protect public safety, the cost of which shall be paid from the Escrow Account. If the appropriateness of the County action is ultimately determined not to be justified either by agreement or adjudication, County shall promptly refund applicable cost of repairs to the Developer.
  - e. If the Parties agree and/or don't reject the intermediary's proposed solution, then the County or County's contractor may make the repair and shall recover its costs from Developer or the Escrow Account.

f. The County charges shall be based on County maintained time and material cost records, which shall be made available to Developers for review. County billing rates shall be those established by the County and shall be uniformly applied to all consumers.

D. Emergency Repairs.

Notwithstanding the foregoing, in the event Developers or the Developers' Representative(s) are reasonably believed by the County to have caused damage to County roads of a magnitude sufficiently great to create a hazard to the motoring public, which in the County's opinion warrants an immediate repair or road closing, the County may unilaterally make or authorize repair, with the reasonable, documented costs thereof paid by the Developer or from the Escrow Account. The County shall photograph, videotape and otherwise document the conditions and make all such documentation available to Developers. Any such emergency repair shall be subject to post-repair negotiations by the Parties, involvement of the intermediary and, if necessary, adjudication. If such post-repair proceedings favor Developers, the County will reimburse the Escrow Account for amounts withdrawn to fund the repair if any.

Section 7. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions.

A. Indemnification by Developers. The Developers hereby release and agree to indemnify and hold harmless the County and their respective officers, employees, elected or appointed officials, and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively "County Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the County Releasees arising out of or relating to the performance by Developers of their obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the Developers hereby release the County Releasees and agree to indemnify and hold harmless the County Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by the

Developers, its employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives.

- B. Indemnification by the County. The County hereby releases and agrees to indemnify and hold harmless the Developers and their members, officers, directors, contractors, subcontractors, employees and agents, and their respective employees, heirs, executors, administrators, successors and assigns (hereinafter collectively "Developers Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Developers Releasees arising out of or relating to the performance by the County of its obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the County hereby releases the Developers Releasees and agrees to indemnify and hold harmless the Developers Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by the County, their respective employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives.
- C. Limitations of Liability. In no event shall the Developers or any of their members, officers, directors or employees or the County or any of its Board, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.
- D. Required Insurance. The Developers shall at all times throughout the term of this Agreement maintain in full force and effect commercial general liability insurance, naming McLean County, its Board, officers and employees as an additional insured, in the aggregate amount equal to Ten Million Dollars (\$10,000,000). The Developers may utilize any combination of primary and/or excess insurance to satisfy this requirement.

Section 8. Miscellaneous

- A. Remedies and Enforcement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party (the "Defaulting Party"), which default is not caused by the party seeking to enforce said provisions (the "Non-Defaulting Party") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right of specific performance. The remedy of specific performance and injunctive relief shall not be exclusive of any other remedy available at law or in equity.
- B. Due Authorization. Each of High Trail and Old Trail hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of High Trail and Old Trail. The County hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.
- C. Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.
- D. Amendments. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought.
- E. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the parties hereto at their respective addresses or fax numbers (or to such other address or fax number as any such party shall designate in writing to the other parties from time to time).

Developers:

High Trail Wind Farm, LLC and Old Trail Wind Farm, LLC  
1001 McKinney Street  
Suite 1740  
Houston, TX 77002  
Phone: 713/571-6640;  
Fax: 713/571-6659

with a copy to:

High Trail Wind Farm, LLC and Old Trail Wind Farm, LLC  
Project Manager  
716 E. Empire, Suite C  
Bloomington, IL 61701  
Phone: 309/829-8211;  
Fax: 309/829-8611

McLean County

McLean County Engineer  
102 S. Towanda-Barnes Road  
Bloomington, IL 61704  
Phone: (309) 663-9445  
Fax: (309) 662-8038

- F. This Agreement may not be assigned without the written consent of the other Party.
- G. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of a manually signed counterpart to this Agreement.
- H. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Illinois, irrespective of any conflict of laws provisions.

- I. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees and legal representatives.
- J. Termination. The Developers shall have the right to terminate this Agreement at any time for convenience by providing fifteen (15) days prior written notice to the County of its intent to terminate this Agreement. In the event such termination occurs, the Escrow Account and Letter of Credit shall remain in place as follows, rather than the date specified in Section 6. B. of this Agreement.

In the event such termination occurs prior to the date that the Developers have issued the first Notice to Proceed pursuant to Section 1.T. of this Agreement, then notwithstanding anything herein to the contrary the Letter of Credit and the escrowed funds held in the Escrow Account (together with accrued interest, if any) shall be returned to the Developers and the Developers shall have no further liability to the County under this Agreement.

In the event such termination occurs prior to the commencement of construction of the first phase of the Project but after the Developers have issued the first Notice to Proceed and prior to the County awarding any bids for road work hereunder, Developers agree to pay the County for its actual reasonable costs incurred related to the subject improvements following the receipt of the Notice to Proceed through the date of termination. Upon payment by Developers to the County for such costs, the Letter of Credit and the escrowed funds held in the Escrow Account (together with accrued interest, if any) shall be returned to the Developers and the Developers shall have no further liability to the County under this Agreement.

In the event such termination occurs prior to the commencement of construction of the first phase of the Project, but after the County has commenced road work hereunder pursuant to a bid accepted by the County (the Bid Costs of which were paid by Developers), then the County shall complete such road work. Upon final payment for such road work by the County to its contractor, if the Bid Costs paid by Developer (i) are less than the actual final costs paid by the County then the Developer shall reimburse the County for such difference (the "Final Developer Payment") or (ii) are greater than the actual costs to be paid by the County for such work, then the County shall reimburse the Developers for such difference. Upon

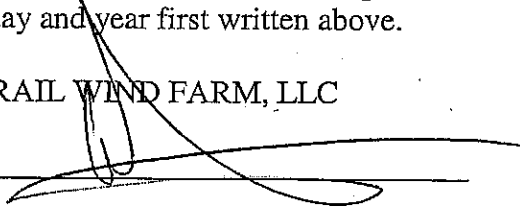


payment by Developers of the Final Payment to the County, the Letter of Credit and the escrowed funds held in the Escrow Account (together with accrued interest, if any) shall be returned to the Developers and the Developers shall have no further liability to the County under this Agreement.

In the event such termination occurs prior to "commencement of commercial operations of the final phase of the Project", the Escrow Account and Letter of Credit shall remain in place until a date two years after the date on which the Developers' construction activities have ceased.

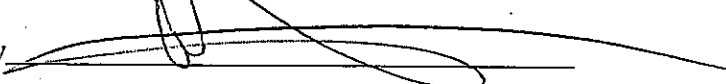
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

HIGH TRAIL WIND FARM, LLC

By 

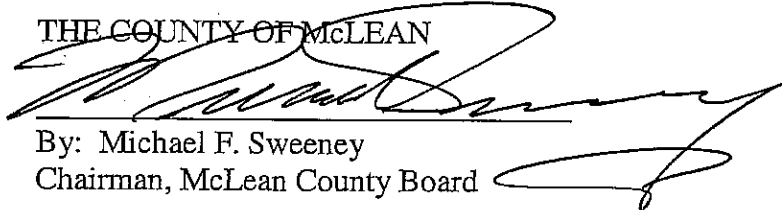
Its Authorized Representative

OLD TRAIL WIND FARM, LLC

By 


Its Authorized Representative

THE COUNTY OF McLEAN



By: Michael F. Sweeney  
Chairman, McLean County Board

ATTEST:

  
Peggy Ann Milton, McLean County Clerk

# Principal Road Upgrade Schedule Exhibit 'B' to High Trail and Old Trail Road Agreement

Highway Number	Highway Name	From	To	Milage	Pre-construction Improvements	Post-Construction Improvements
C.H. 15	Arrowsmith-Sabina Rd.	1100N	CH 36	1.00	3/4" Level Binder 1.5" Surface	Level Binder & Surface as Needed
C.H. 15	Arrowsmith-Sabina Rd.	875N			Install Crossing	Remove Crossing
C.H. 17	Ellsworth Rd.	RT 9	Ellsworth	2.25	1.5" Surface	Level Binder & Surface as Needed
C.H. 17	Ellsworth Rd.	In Ellsworth		0.50	None	Mill 2"
C.H. 17	Ellsworth Rd.	Ellsworth	CH 36	1.50	2.5" Binder	2" Surface Course Level Binder & Surface Required
C.H. 21	Leroy-Lexington Rd.	RT 9	CH 36	5.25	1.5" Surface	Level Binder & Surface as Needed
C.H. 28	Ellsworth-Arrowsmith Rd.	2850E	3200E	3.50	None	4" Aggregate A-3 Surface
C.H. 36	Dawson Lake Rd.	2800E	3100E	3.00	None	4" Aggregate A-3 Surface
C.H. 36	Dawson Lake Rd.	3150E	3200E	0.50	None	4" Aggregate A-3 Surface

<b>C.H.. 21 Lexington-Leroy Road</b>		(Commencing from Route 9 going South to C.H. 36 (880N))		
5.25 miles 24' wide				
Prior to Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
1 1/2" Bituminous Surface Course	Ton	6250	\$52.00	\$325,000.00
1 1/2" Aggregate Wedge Shoulder	Ton	1050	\$20.00	\$21,000.00
Miscellaneous Related Items				\$34,000.00
<b>Total Cost</b>				<b>\$380,000.00</b>
After Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
3/4" Bituminous Leveling Binder	Ton	3150	\$55.00	\$173,250.00
1 1/2" Bituminous Surface Course	Ton	6250	\$52.00	\$325,000.00
2 1/4" Aggregate Shoulders	Ton	1750	\$20.00	\$35,000.00
Miscellaneous Related Items				\$56,750.00
<b>Total Cost</b>				<b>\$590,000.00</b>
<b>Total Cost Before and After</b>				<b>\$970,000.00</b>

<b>C.H.. 17 Ellsworth Road</b>		(Commencing from Route 9 going South to Ellsworth Northern City Limits)		
2.25 miles 22' wide				
Prior to Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
1 1/2" Bituminous Surface Course	Ton	2500	\$52.00	\$130,000.00
1 1/2" Aggregate Wedge Shoulder	Ton	500	\$20.00	\$10,000.00
Miscellaneous Related Items				\$15,000.00
<b>Total Cost</b>				<b>\$155,000.00</b>
After Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
3/4" Bituminous Leveling Binder	Ton	1300	\$55.00	\$71,500.00
1 1/2" Bituminous Surface Course	Ton	2500	\$52.00	\$130,000.00
2 1/4" Aggregate Shoulders	Ton	700	\$20.00	\$14,000.00
Miscellaneous Related Items				\$24,500.00
<b>Total Cost</b>				<b>\$240,000.00</b>
<b>Total Cost Before and After</b>				<b>\$395,000.00</b>

<b>C.H.. 17 Ellsworth Road</b> .5 miles 24' wide		(Town of Ellsworth- Northern City Limits to Southern City Limits)		
Prior to Wind Farm Construction:				
Items	Unit	Quantity	Unit Price	Total Cost
<b>Total Cost</b>				<b>\$0.00</b>
After Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
2" Bituminous Milling	SY	7100	\$10.00	\$71,000.00
2" Bituminous Surface Course	Ton	800	\$52.00	\$41,600.00
Miscellaneous Related Items				\$12,400.00
<b>Total Cost</b>				<b>\$125,000.00</b>
<b>Total Cost Before and After</b>				<b>\$125,000.00</b>

<b>C.H.. 17 Ellsworth Road</b> 1.5 miles 22' wide		(Commencing from Ellsworth Southern City Limits to Dawson Lake Road C.H.. 36)		
Prior to Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
2 1/2" Bituminous Binder Course	Ton	2800	\$48.00	\$134,400.00
2 1/2" Aggregate Wedge Shoulders	Ton	500	\$20.00	\$10,000.00
Miscellaneous Related Items				\$15,600.00
<b>Total Cost</b>				<b>\$160,000.00</b>
After Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
3/4" Bituminous Leveling Binder	Ton	900	\$55.00	\$49,500.00
1 1/2" Bituminous Surface Course	Ton	1700	\$52.00	\$88,400.00
2 1/4" Aggregate Shoulders	Ton	500	\$20.00	\$10,000.00
Miscellaneous Related Items				\$17,100.00
<b>Total Cost</b>				<b>\$165,000.00</b>
<b>Total Cost Before and After</b>				<b>\$325,000.00</b>

C.H. 15 Arrowsmith Road (Commencing from 1100N going South 1 mile)				
1 mile 22' wide				
Prior to Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
3/4" Bituminous Leveling Binder	Ton	600	\$55.00	\$33,000.00
1 1/2" Bituminous Surface Course	Ton	1100	\$52.00	\$57,200.00
2 1/4" Aggregate Shoulders	Ton	350	\$20.00	\$7,000.00
Miscellaneous Related Items				\$12,800.00
			<b>Total Cost</b>	<b>\$110,000.00</b>
After Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
3/4" Bituminous Leveling Binder	Ton	600	\$55.00	\$33,000.00
1 1/2" Bituminous Surface Course	Ton	1100	\$52.00	\$57,200.00
2 1/4" Aggregate Shoulders	Ton	350	\$20.00	\$7,000.00
Miscellaneous Related Items				\$12,800.00
			<b>Total Cost</b>	<b>\$110,000.00</b>
<b>Total Cost Before and After</b>				<b>\$220,000.00</b>

<b>C.H.. 36 Dawson Lake Road</b>		<b>(Commencing from 1/2 Mile West of C.H.. 17 going East to 3100E)</b>			
3.5 miles					
20' wide surface					
Prior to Wind Farm Construction					
After Wind Farm Construction					
Items		Unit	Quantity	Unit Price	Total Cost
Bomag Machine (Milling Existing Pavement)		HR	20	\$300.00	\$6,000.00
4" Aggregate Base Course		Ton	10000	\$25.00	\$250,000.00
A-3 Surface	Prime	Gal	17300	\$3.00	\$51,900.00
	CA-14	Ton	1200	\$25.00	\$30,000.00
	Bit. Matls.	Gal	37000	\$2.00	\$74,000.00
	CA-15/16	Ton	600	\$25.00	\$15,000.00
	Bit. Matls.	Gal	14500	\$2.00	\$29,000.00
	A-3	Ton	600	\$25.00	\$15,000.00
	Bit. Matls.	Gal	12500	\$2.50	\$31,250.00
4" Aggregate Shoulders		Ton	1400	\$18.00	\$25,200.00
Miscellaneous Related Items					\$52,650.00
				<b>Total Cost</b>	<b>\$580,000.00</b>
<b>Total Cost Before and After</b>					<b>\$580,000.00</b>

<b>C.H.. 28 Ellsworth-Arrowsmith Road</b>		<b>(Commencing from C.H.. 17 going East 3 1/2 miles and ending at 3200E)</b>			
3.50 miles					
20' wide surface					
Prior to Wind Farm Construction					
After Wind Farm Construction					
Items		Unit	Quantity	Unit Price	Total Cost
Bomag Machine (Milling Existing Pavement)		HR	24	\$300.00	\$7,200.00
4" Aggregate Base Course		Ton	9500	\$25.00	\$237,500.00
A-3 Surface	Prime	Gal	17400	\$3.00	\$52,200.00
	CA-14	Ton	1100	\$25.00	\$27,500.00
	Bit. Matls.	Gal	31000	\$2.00	\$62,000.00
	CA-15/16	Ton	450	\$25.00	\$11,250.00
	Bit. Matls.	Gal	13000	\$2.00	\$26,000.00
	A-3	Ton	600	\$25.00	\$15,000.00
	Bit. Matls.	Gal	13800	\$2.50	\$34,500.00
4" Aggregate Shoulders		Ton	1400	\$18.00	\$25,200.00
Miscellaneous Related Items					\$51,650.00
				<b>Total Cost</b>	<b>\$550,000.00</b>
<b>Total Cost Before and After</b>					<b>\$550,000.00</b>

CH 21 Lexington-Leroy Road (Rt 9 to 880N)  
 10 S.U. & 35 M.U.  
 STRUCTURAL DESIGN DATA 80,000#

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CLASS III ROAD DESIGN PERIOD 20 YEARS

CURRENT A.D.T. 1300  
 STRUCTURAL DESIGN TRAFFIC: 1586 YEAR: 2020

PERCENT OF DESIGN TRAFFIC IN DESIGN LANE:

P.C.	88%	S.U.	7%	M.U.	5%
P.C.	1396	S.U.	121	M.U.	114

MINIMUM SOIL SUPPORT: IBR = 3.0

TRAFFIC FACTOR (T.F.)= 0.572

STRUCTURAL NUMBER (Dt)= 3.8

PAVEMENT STRUCTURE MATERIALS:

SURFACE: PROPOSED BITUMINOUS CONCRETE	5 @ 0.40	a1= 2.00
BASE: EXISTING BITUMINOUS CONCRETE	3 @ 0.30	a2= 0.90
BASE: EXISTING OIL & CHIP	2 @ 0.16	a3= 0.32
SUBBASE: EXISTING AGGREGATE BASE COURSE	9 @ 0.10	a4= 0.90

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PROPOSED Dt TOTAL 4.12



CH 17 Ellsworth Road (RT 9 to Ellsworth)  
 10 S.U. & 35 M.U.  
 STRUCTURAL DESIGN DATA 80,000#

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CLASS III ROAD DESIGN PERIOD 20 YEARS

CURRENT A.D.T. 750  
 STRUCTURAL DESIGN TRAFFIC: 915 YEAR: 2015

PERCENT OF DESIGN TRAFFIC IN DESIGN LANE:

P.C.	88%	S.U.	7%	M.U.	5%
P.C.	805	S.U.	74	M.U.	81

MINIMUM SOIL SUPPORT: IBR = 3.0

TRAFFIC FACTOR (T.F.)= 0.393

STRUCTURAL NUMBER (Dt)= 3.6

PAVEMENT STRUCTURE MATERIALS:

SURFACE: PROPOSED BITUMINOUS CONCRETE	1.5 @ 0.40	a1= 0.60
BASE: EXISTING BITUMINOUS CONCRETE	7.25 @ 0.30	a2= 2.18
BASE: EXISTING OIL & CHIP	2 @ 0.16	a3= 0.32
SUBBASE: EXISTING AGGREGATE BASE COURSE	9 @ 0.10	a4= 0.90

---

PROPOSED DI TOTAL 4.00

CH 17 Ellsworth Road (Ellsworth to Dawson Lake Road)  
 10 S.U. & 35 M.U.  
 STRUCTURAL DESIGN DATA 80,000#

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CLASS III ROAD DESIGN PERIOD 20 YEARS  
 CURRENT A.D.T.

STRUCTURAL DESIGN TRAFFIC: 488 YEAR: 2020

PERCENT OF DESIGN TRAFFIC IN DESIGN LANE:

P.C.	88%	S.U.	7%	M.U.	5%
P.C.	429	S.U.	44	M.U.	59

MINIMUM SOIL SUPPORT: IBR = 3.0

TRAFFIC FACTOR (T.F.)= 0.275

STRUCTURAL NUMBER (Dt)= 3.5

PAVEMENT STRUCTURE MATERIALS:

SURFACE: PROPOSED BITUMINOUS CONCRETE 2.5 @ 0.40 a1= 1.00

BASE: EXISTING EMULSIFIED MIXTURE 4.5 @ 0.17 a2= 0.77

BASE: EXISTING BITUMINOUS CONCRETE 3 @ 0.30 a3= 0.90

SUBBASE: EXISTING AGGREGATE BASE COURSE 10 @ 0.10 a4= 1.00

---

PROPOSED Dt TOTAL 3.67

Additional truck traffic Arrowsmith road south of Arrowsmith

STRUCTURAL DESIGN DATA 80,000#

CLASS III ROAD DESIGN PERIOD 20 YEARS					
CURRENT A.D.T.				850	
STRUCTURAL DESIGN TRAFFIC:			1037	YEAR:	2020
PERCENT OF DESIGN TRAFFIC IN DESIGN LANE:					
P.C.	88%	S.U.	7%	M.U.	5%
P.C.	913	S.U.	83	M.U.	87
MINIMUM SOIL SUPPORT:		IBR =		3.0	
TRAFFIC FACTOR (T.F.)=			0.426		
STRUCTURAL NUMBER (D <sub>t</sub> )=			3.7		
PAVEMENT STRUCTURE MATERIALS:					
SURFACE:	PROPOSED BITUMINOUS CONCRETE			2.25 @ 0.40	a1= 0.90
BASE:	EXISTING BITUMINOUS CONCRETE			5.75 @ 0.30	a2= 1.73
SUBBASE:	EXISTING AGGREGATE BASE COURSE			11 @ 0.10	a3= 1.10
PROPOSED D <sub>t</sub> TOTAL					3.73

Members Bass/Dean/Sorensen moved the County Board approve a Request for Approval of Road Upgrade and Maintenance Wind Farm Agreement between McLean County, High Trail Wind Farm, LLC ("High Trail"), and Old Trail Wind Farm ("Old Trail"). Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass, Chairman, presented the following:

**GENERAL RELEASE AND SETTLEMENT AGREEMENT**

This General Release and Settlement Agreement (the "Agreement") is made and entered into by and among County of McLean, Illinois (the "County") and JPMorgan Chase Bank, N.A., formerly known as Bank One, N.A. ("Chase").

WHEREAS: pursuant to an escrow agreement (the "Escrow Agreement") pertaining to the development of the Gabriel Hills Subdivision within the County (the "Subdivision"), 110% of the estimated cost of the construction of the Subdivision was to be placed on deposit in an escrow account as further described in the Escrow Agreement; The River of Life Church and Daniel Maxedon were obligated under the Subdivision Agreement to complete the subdivision according to the County ordinances and the plans submitted; the County alleges that the subdivision was not completed according to relevant regulations and the plans submitted; Chase denies that it is responsible for the costs of the completion of the Subdivision or for paying the County any funds that were or which should have been on deposit in the escrow account (the "escrow Account"); and

WHEREAS, the Parties desire to enter into this Agreement to conclude and resolve the disputes between or among them involved in the Action, and all matters that were asserted or that could have been asserted by the County, its Superintendent (Now County Engineer) or any of its directors or officers, or any other claims relating to the Subdivision, the Escrow Agreement, and the Escrow Account, arising on or prior to the date of this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and promises contained in this Agreement, and for other good and valuable consideration, the receipt, and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Settlement Payment by Chase. Within ten days from the date of the full execution of this Agreement, Chase will pay or cause to be paid to the county the total sum of ten thousand, seven hundred and sixty three dollars (\$ 10, 763.00) (the "Settlement Payment"), in the form of a check made payable to the order of the "County Engineer, McLean County Highway Department" formerly the "Superintendent of McLean County, Illinois" and attributed to tax identification

number 376001569. Chase in no way represents or warrants the income tax treatment or consequences of the Settlement Payment.

2. Release of Chase and Covenant not to Sue. The County, individually, and on behalf of each of the County's past, present and future direct and indirect officers, directors, superintendents, representatives, agents, attorneys, partnerships, joint venturers, predecessors, successors, insurers, administrators, residents, taxpayers, beneficiaries, executors and assigns ("County Related Persons"), hereby forever releases, discharges and indemnifies Chase, and each of Chase's past, present and future directly or indirectly related parent companies, subsidiaries, related companies or entities, present or former insurers, officers, predecessors, successors, directors, partners, representatives, agents and/or employees ("Chase Related Persons") from, and promises on its own and each County Related Person's behalf not to sue Chase, or any Chase Related Person, relating to or resulting in: any and all manner of action, suits, proceedings, matters, disputes, differences or causes of action, in law or equity, whether foreseen or unforeseen, known or unknown, accrued or not accrued, and of and from all direct or indirect claims, debts, damages, losses, demands, liabilities, obligations, fees, costs and expenses (including attorneys' fees) of any kind whatsoever incurred or imposed in the Action, or otherwise which ever had, now have or hereafter can arise from or relate to the Escrow Agreement, the Escrow Account or the Subdivision or costs to complete any portion thereof.
3. Enforcement of Agreement. In the event any party breaches any provision of this Agreement or commences an action in violation of the terms hereof, the (i) the non-breaching Party will be entitled to injunctive relief, and (ii) the breaching Party shall indemnify the non-breaching Party against all costs and expenses, including attorney's fees, incurred by reason of the breach.
4. Representations and Warranties.
  - a. No Prior Assignment: The County represents that neither it nor any of its Related Persons have heretofore assigned or transferred or purported to assign or transfer to any person or entity, any note, claim or cause of action arising out of or related to, the matters released herein or any portion thereof or interest therein, and the County agrees to indemnify, defend, and hold Chase and Chase Related Persons harmless from and against

any and all claims based on or arising out of any such assignment or transfer, or purported assignment or transfer.

- b. Full Capacity and Authority: The person signing this Agreement on behalf of the County represents and warrants that (i) the person has full authority and representative capacity to execute this Agreement on behalf of the County, and (ii) this Agreement has been duly executed and delivered and constitutes the valid and binding obligation of the County.
- c. No Violation: The County represents and warrants that it is not bound by any provision of (i) any law, statute, rule, regulation, or judicial or administrative decision, or (ii) any judgment, order, writ, injunction or decree of any court, governmental body, administrative agency, or arbitrator, which would prevent or be violated by the execution, delivery, or performance of this Agreement. Consent from the County Board of McLean has been obtained for the valid execution, delivery, and performance of this Agreement.

- 5. Settlement of Disputed Claims. This Agreement constitutes a full, complete, and final settlement (according to the terms stated herein) of disputed claims and liabilities claimed and denied.

Neither this Agreement nor any statement made, action taken, or document prepared in connection with the negotiation, execution or implementation hereto, shall be deemed or construed as an admission of liability, fault, wrongdoing, misconduct or breach of duty of any kind by any Party, which all Parties expressly deny.

- 6. Attorney's Fees, Costs and Expenses. The Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Action and this Agreement.

- 7. Integrated Agreement. This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussion, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with the Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.

8. No Oral Modification. This Agreement cannot be altered, amended, or modified in any respect, except by a writing duly executed by the Parties.
9. Interpretation of Agreement. This Agreement shall be construed without regard to the Party or Parties responsible for its preparation, and shall be deemed to have been prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement.
10. Choice of Law. The law of the State of Illinois (without regard to its conflict of laws provisions) shall govern the interpretation and enforcement of this Agreement.
11. Severability of Parts. If any portion, provision, or part of this Agreement is held, determined or adjudicated by any court of competent jurisdiction to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions or parts to this Agreement, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions or parts.
12. Confidentiality. The Parties agree that the terms of this Agreement and all negotiations relating hereto, have been and shall be kept confidential to the extent permitted by law. Notwithstanding the foregoing, this confidentiality provision shall not prevent the Parties from responding to subpoenas that are valid and enforceable under the law applicable to this Agreement as issued by a Court of law having jurisdiction over the Party receiving the subpoena, or otherwise being legally compelled to provide information or documents to a governmental agency or self-regulatory organization having jurisdiction and the legal authority to require production by the Party who is requested to do so, nor shall this Agreement prevent a Party from providing information necessary for the preparation and filing of any income tax return. The non-disclosure provisions in this Agreement do not prohibit the Parties from responding to any inquiry, or providing testimony, about the settlement or its underlying facts and circumstances by, or before, any self-regulatory organization or regulatory or governmental agency.

13. Advice of Counsel. The Parties have been fully advised by their respective counsel as to the legal and binding effect of the general release and other agreements provided herein and having been so advised; freely and voluntarily sign this Agreement.
14. Execution in Counterparts. The Parties agree that this Agreement may be executed in counterparts and valid in facsimile form.

County of McLean

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Michael F. Sweeney  
McLean County Board Chairman

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Peggy Ann Milton  
McLean County Clerk

Members Bass/Selzer moved the County Board approve a Request for Approval of Gabriel Hills Subdivision Settlement Agreement. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass stated the following: the General Report may be found on pages 103-110.



**PROPERTY COMMITTEE:**

Member Bostic, Chairman, presented the following:



Exhibit # 2028 -A-\_\_\_\_\_

This Exhibit "A" is made and entered into by and between Vanguard Energy Services, L.L.C. ("Vanguard Energy Services") and McLean County Government ("Customer"), establishes legally binding terms and conditions to govern the sale and purchase of natural gas ("gas") and services delivered by Vanguard Energy Services to Customer. This Exhibit shall become effective on the first day of September, 2005 and extend through the last day of August, 2007, or for each Facility listed on Exhibit B, upon that Facility's first utility billing cycle immediately thereafter, and shall continue through the term of the Master Energy Services Agreement referenced below, including any Renewal Term unless superseded by a new Exhibit A. This Exhibit A will supersede any previous Exhibit A with respect to all Facilities listed on Exhibit B.

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

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

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

**1. COMMODITY PRICING:** Monthly commodity price during the Term of this Agreement shall be priced at \$0.01 per therm above the Vanguard Market Index for the applicable contracted volumes listed below, not withstanding customer's actual metered gas consumption, and adjusted for unaccounted gas as determined by Customer's local distribution company. In the event that Customer's monthly natural gas consumption is greater than the contracted volumes stated below, Vanguard Energy Services will charge Customer for those additional volumes at a price equal to \$0.01 per therm above the actual weighted average cost of gas ("WACOG") purchased by Vanguard Energy Services, and scheduled to flow during that month, for the express purpose of balancing Vanguard Energy Services retail aggregation pools. In the event Customer's monthly metered gas consumption is less than the contracted volumes stated below, Vanguard Energy Services will credit back those deficient volumes to customer at \$0.01 per therm below the actual weighed average sales price ("WASP") of gas sold by Vanguard Energy Services, and scheduled to flow during that month, for the express purpose of balancing Vanguard Energy Services retail aggregation pools.

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

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

**3. VANGUARD ENERGY SERVICES SERVICE FEE:** \$80.00 monthly.

**4. TAXES:** All applicable taxes.

**5. LDC:** Nicor Gas

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

MONTHLY VOLUME COMMITMENTS - UNIT OF MEASURE (THERMS)							
JAN	81,080	FEB	68,110	MAR	56,040	APR	40,570
MAY	28,980	JUN	20,000	JUL	22,130	AUG	22,320
SEP	25,150	OCT	45,970	NOV	64,850	DEC	77,720

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

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

**VANGUARD ENERGY SERVICES, L.L.C.**

**CUSTOMER: McLean County Government**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By: \_\_\_\_\_

By: Michael F. Sweeney

Title: Managing Partner

Title: Chairman, McLean County Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_



### Natural Gas Continued Service Letter

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

**Term:** Your service will automatically continue on the first day of September, 2005 and extend through the last day of August, 2007 for each facility listed on your existing Exhibit B.

**Pricing:** Your monthly commodity price during the Term stated above for the contracted quantities listed below will be priced at \$0.01 per therm above the Vanguard Market Index for the applicable contracted volumes listed below, not withstanding customer's actual metered gas consumption, and adjusted for unaccounted gas as determined by Customer's local distribution company. In the event that Customer's monthly natural gas consumption is greater than the contracted volumes stated below, Vanguard Energy Services will charge Customer for those additional volumes at a price equal to \$0.01 per therm above the actual weighted average cost of gas ("WACOG") purchased by Vanguard Energy Services, and scheduled to flow during that month, for the express purpose of balancing Vanguard Energy Services retail aggregation pools. In the event Customer's monthly metered gas consumption is less than the contracted volumes stated below, Vanguard Energy Services will credit back those deficient volumes to customer at \$0.01 per therm below the actual weighed average sales price ("WASP") of gas sold by Vanguard Energy Services, and scheduled to flow during that month, for the express purpose of balancing Vanguard Energy Services retail aggregation pools; plus a monthly service fee of \$80.00.

**Contracted Quantities:**

MONTHLY VOLUME COMMITMENTS - UNIT OF MEASURE (THERMS)							
JAN	81,080	FEB	68,110	MAR	56,040	APR	40,570
MAY	28,980	JUN	20,000	JUL	22,130	AUG	22,320
SEP	25,150	OCT	45,970	NOV	64,850	DEC	77,720

Vanguard Energy Services, L.L.C.

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Title: Managing Partner

Date: \_\_\_\_\_



**Facilities Management**

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

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX [jack.moody@mcleancountyil.gov](mailto:jack.moody@mcleancountyil.gov)

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

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

Date: August 19, 2005

Subj: Natural Gas Contract

On July 22, 2003, McLean County entered into a two-year Rate-74 natural gas supplier contract with Vanguard Energy Services, which expires on August 31, 2005, for eight County operated facilities. These facilities include:

McLean County Law and Justice Center	McLean County Health Department
McLean County Museum of History	McLean County Highway Department
Fairview Building	McLean County Nursing Home
McLean County Juvenile Detention Center	Government Center

NICOR Gas owns and operates the natural gas pipelines which "transports" natural gas to customers. Distribution charges are incurred each month from NICOR Gas while gas supply charges are incurred each month from the gas supplier.

A customer can buy gas from NICOR Gas, using them as the gas supplier, however the cost per therm would be the highest price available because the cost per therm would be the cost of gas at the Citygate in Chicago. Therefore, it behooves any commercial gas customer to buy gas from another source, ie. a natural gas supplier who literally buys gas in billions of therms. Under our Rate 74 plan with NICOR Energy, all gas meters are read electronically by the gas supplier via a modem and phone line.

You will recall that in 2003 we solicited proposals from the four main gas suppliers authorized to sell gas in our area. Vanguard Energy had the lowest proposal. There were problems with the other gas suppliers in that they either could not manage our account without risk of penalties for gas storage if the market changed; their monthly service fees were almost three times higher than Vanguard; or they offer a Rider 25 program only.

Page two

Regarding the other gas suppliers, we learned that one is about to go out of business, one does not offer a Rate 74 plan, and the other has severe penalties for storage if the market is caught short.

We have negotiated a new two-year contract with Vanguard at the same rates as the current contract. Vanguard's contract proposes "a variable rate equal to \$0.01 per therm above the actual weighted average cost of gas (WACOG)" and a service fee of \$80.00 per month".

Attachment #1 shows the rising cost of natural gas since March 1999. Attachment #2 shows a comparison of buying natural gas from NICOR vs. buying natural gas from this gas supplier, a savings of \$37,173.00 these past two years, a savings of 5.6%.

Mr. Eric T. Ruud, first assistant states attorney, has reviewed the enclosed proposal and states it is consistent with other County contracts for similar services.

We have budgeted our natural gas supplier costs for the Recommended FY 2006 McLean County Budget consistent with these cost rates.

We therefore request and recommend approval of the enclosed natural gas supplier contract.

Thank you for your kind consideration of this matter.

JEM:  
Enclosures

Cc: Mr. Eric T. Ruud, First Assistant States Attorney

August 17, 2005

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

Dear Jack:

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

Vanguard Energy will provide McLean County Government identical pricing for the term of September 2005 through August 2007 as the term of September 2003 through August 2005. The price remains at Vanguard Market Index (VMI) plus \$0.01 per therm with the monthly \$80 service fee, despite steady market increases over the past 2 years. (*see Attachment #1*)

The volumes in the VMI Exhibit A have been modified to reflect updated usage for the existing facilities. For complete accuracy, they have been run through a "weather normalizing" model to establish a benchmark of usage based on normal weather patterns.

The VMI has performed as promised in being less than the Nicor Gas Gas Supply Cost (GSC), providing McLean County Government with quality value and reduced natural gas cost versus the alternatives. (*see Attachment # 2*)

The value of storage remains at a cost prohibitive and elevated risk level that does not warrant the daily management of the staff of McLean County Government. This is being properly managed by Vanguard's supply department with the value reflected in the VMI's reduced price.

Market prices have reached another all time high despite record levels of supply in the natural gas market. This financial contradiction is sure to have a breaking point in the future, in which we should see prices moderate, at least slightly, from these high and volatile levels. I strongly encourage McLean County Government to look towards making selective short term fixed pricing purchases in the coming months to diversify and protect the government's budget from future volatility. I do not recommend any long term fixed pricing at this time.

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

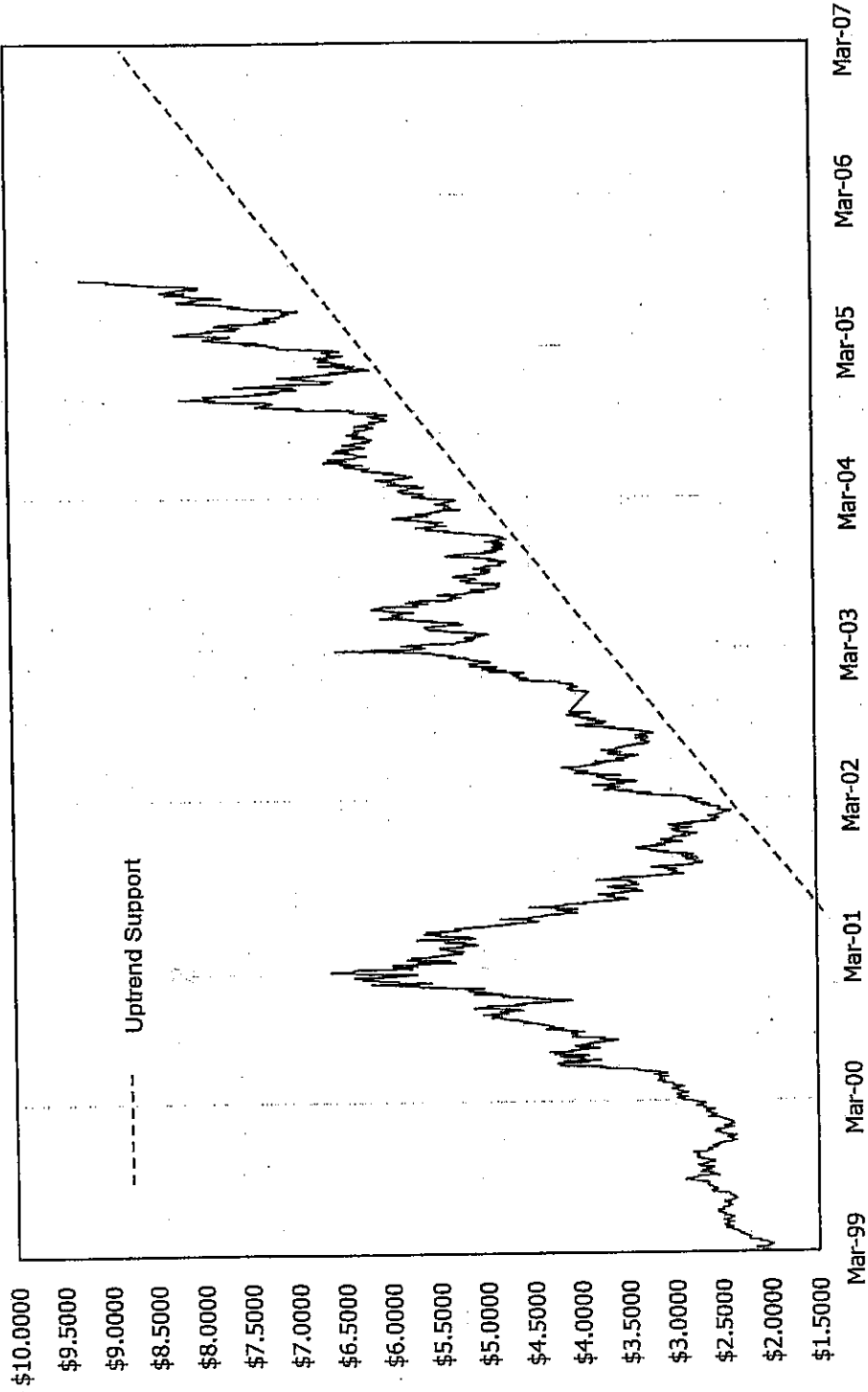
Sincerely,



Joe Cooper  
Account Executive

Attachment #1

# Nymex Natural Gas 12-Month Strip





ATTACHMENT #2

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

**McLean County**

**Cost Comparison Spreadsheet**

**Nicor Gas (GSC) versus Vanguard Market Index (VMI)**

Month	Monthly Usage	Nicor Gas (GSC)		Vanguard Market Index (VMI)	
		Cost Per Therm	Total Cost of Gas	Cost Per Therm	Total Cost of Gas
A	B	D	E	G	
		=B*A		=E*A	
Sep-03	20,132	\$ 0.5800	\$ 11,677	\$ 0.5129	\$ 10,326
Oct-03	32,801	\$ 0.5500	\$ 18,041	\$ 0.4735	\$ 15,531
Nov-03	46,254	\$ 0.5800	\$ 26,827	\$ 0.4755	\$ 21,994
Dec-03	63,919	\$ 0.5800	\$ 37,073	\$ 0.4990	\$ 31,896
Jan-04	81,576	\$ 0.6900	\$ 56,287	\$ 0.6335	\$ 51,678
Feb-04	69,048	\$ 0.6000	\$ 41,429	\$ 0.5990	\$ 41,360
Mar-04	49,766	\$ 0.5500	\$ 27,371	\$ 0.5250	\$ 26,127
Apr-04	32,590	\$ 0.5900	\$ 19,228	\$ 0.5480	\$ 17,859
May-04	21,427	\$ 0.5900	\$ 12,642	\$ 0.5950	\$ 12,749
Jun-04	17,861	\$ 0.7200	\$ 12,860	\$ 0.6730	\$ 12,020
Jul-04	21,234	\$ 0.7200	\$ 15,288	\$ 0.6460	\$ 13,717
Aug-04	24,495	\$ 0.6500	\$ 15,922	\$ 0.6020	\$ 14,746
Sep-04	26,553	\$ 0.6200	\$ 16,463	\$ 0.5270	\$ 13,993
Oct-04	42,652	\$ 0.5800	\$ 24,738	\$ 0.5550	\$ 23,672
Nov-04	57,521	\$ 0.7400	\$ 42,566	\$ 0.8155	\$ 46,908
Dec-04	75,367	\$ 0.7000	\$ 52,757	\$ 0.7378	\$ 55,606
Jan-05	79,094	\$ 0.7200	\$ 56,948	\$ 0.6315	\$ 49,948
Feb-05	61,561	\$ 0.6700	\$ 41,246	\$ 0.6425	\$ 39,553
Mar-05	62,580	\$ 0.6400	\$ 40,051	\$ 0.6255	\$ 39,144
Apr-05	41,699	\$ 0.7600	\$ 31,691	\$ 0.7235	\$ 30,169
May-05	38,784	\$ 0.7800	\$ 30,252	\$ 0.7035	\$ 27,285
Jun-05	26,774	\$ 0.7000	\$ 18,742	\$ 0.6385	\$ 17,095
Jul-05	23,153	\$ 0.7400	\$ 17,133	\$ 0.7205	\$ 16,682
Aug-05	-	\$ 0.7500	\$ -	\$ 0.7305	\$ -
<b>Total</b>	<b>1,016,841</b>		<b>\$ 667,231</b>		<b>\$ 630,058</b>
<b>Average</b>			<b>0.6562</b>		<b>0.6196</b>

<b>Savings with VMI:</b>	<b>\$ 37,173</b>	<b>5.571%</b>
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Members Bostic/Cavallini moved the County Board approve a Request for Approval of a Vanguard Energy Services Natural Gas Contract for County Facilities for 2005-2007 – Facilities Management Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: the court house dome renovation has received a prestigious award which will be presented in Chicago on the 15th of October and I think all Members should flip through their agenda and read the information because we should be very proud of the dome and efforts that went into getting it renovated and the support from all the local people that made it possible.

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON  
THE COUNTY OF MCLEAN  
AND THE TOWN OF NORMAL  
REGULATING THE USE BY THE COUNTY OF MCLEAN  
AND THE TOWN OF NORMAL  
OF THE POLICE SHOOTING RANGE FACILITY  
OF THE CITY OF BLOOMINGTON**

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under Article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et seq.) ; and

WHEREAS, the City of Bloomington, the County of McLean, and the Town of Normal desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting range owned by the City of Bloomington: and

WHEREAS, the McLean County Board, the Board of Trustees of the Town of Normal, and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

**I. STATEMENT OF PURPOSE**

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

**II. DEFINITIONS**

When used in the Agreement, the following terms shall have the meaning indicated:

“Agency / Agencies”: The Town of Normal and the County of McLean Police Agencies.

“Chief”: The City of Bloomington Chief of Police

“Facility”: The City of Bloomington Police Shooting Range



### **III. ADMINISTRATION**

The facility shall be administered by the Chief or his designate.

### **IV. USE OF THE FACILITY**

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

#### **A. Scheduling**

The Chief or his designate shall establish a master schedule each year for the use of the facility. Each agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agencies for review on or before May 1st of each year. Each agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief or his designate will issue a final schedule on or before June 1st of each year.

Should an agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by either agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for each agency; however, an agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

Each agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief or his designate. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agencies understand and agree that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

#### **B. Supervision**

All police agencies using the shooting range shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

Each agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

### **C. Equipment**

Each police agency using the shooting range shall provide its own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

### **D. Damage**

Each agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for each requesting police agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible of such damage. If such notification is not made, the requesting police agency shall be billed for any damage discovered at the shooting range site after such agency used the range but prior to any other agency using the facility.

### **E. Annual Range Preparation**

The Bloomington Police Department seeks assistance from the other agencies in preparing the shooting ranges for annual use. All three agencies agree to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, twice per year, once in the spring and once in the fall, for eight hours per day (16 hours/year total) to perform range preparation duties.

## **V. RANGE FEES / BILLING**

Each agency shall pay the City of Bloomington an annual fee of Seven Thousand seven hundred and fifty dollars (\$7,750.00) for use of the facility. This fee shall be paid on January 1st of each year and shall represent payment for the previous year's use. The fee shall be the same regardless of the number of times the agency uses the facility during the year. Any fee changes will not be made without prior written notification and justification to the parties of this agreement.

## **VI. MAINTENANCE**

The City of Bloomington will keep the facility and all mechanical devices maintained in good operating condition. If an agency cannot use the facility because it is not in operating condition on a scheduled shooting date, that agency may receive a reduction in the annual fee, but only

under the following conditions: There shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If any agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational problems with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designate immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designate can verify and document the problem. An agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

## **VII. LIABILITY**

Each of the parties to this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against and all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event a employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

## **VIII. AMENDMENT OF AGREEMENT**

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give sixty days notice of such intention to the other parties to this Agreement before such withdrawal becomes effective.

## **IX. TERM**

This Agreement shall remain in full force and effect for a period of three years, beginning on July 1, 2005 and terminating on June 30, 2008. First payment is due January 1, 2006

**X. SEVERABILITY**

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

September 20, 2005  
Date

COUNTY OF MCLEAN

By: [Signature]  
Chairman McLean County Board

By: [Signature]  
Sheriff, McLean County

ATTEST: [Signature]  
McLean County Clerk

July 13, 2005  
Date

CITY OF BLOOMINGTON

By: [Signature]  
Mayor

ATTEST: [Signature]  
Bloomington City Clerk

July 20, 2005  
Date

TOWN OF NORMAL

By: [Signature]  
Mayor

ATTEST: [Signature]  
Normal Town Clerk

Members Renner/O'Connor moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the City of Bloomington, the County of McLean, and the Town of Normal Regulating the use by the County of McLean and the Town of Normal of the Police Shooting Range Facility of the City of Bloomington – Sheriff's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**CONTRACT FOR LEASE OF SPACE IN THE  
McLEAN COUNTY JUVENILE DETENTION CENTER  
Contract II**

**I. PURPOSE**

**WHEREAS**, under Article VII, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

**WHEREAS**, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and

**WHEREAS**, the County of Woodford is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et.seq.); and

**WHEREAS**, The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum detention days from McLean County to Woodford County.

**WHEREAS**, The County of Woodford has used all of the detention days provided for in the first contract for the year 2005; and

**WHEREAS**, The County of Woodford is in need of additional detention days; and

**WHEREAS**, the McLean County Board and the Woodford County Board have by appropriate action, authorized this Agreement;

**NOW THEREFORE** the County of McLean and The County of Woodford agree as follows:

**II. PARTIES**

McLean is the receiving County. Woodford is the transmitting County.

**III. TERMS**

One hundred (100) detention days\* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. Detention days will not be accumulated from one contract year to the next.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$ 8,000.

The transmitting County agrees to make such payment, regardless if the detention days are utilized or not.

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4<sup>th</sup> quarter billing (December 31, 2005).

\* Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention.

#### **IV. BILLING**

This receiving County will bill for services rendered under this Agreement on a quarterly basis. Payment from the transmitting County will be due within 30 days of receipt of the bill.

#### **V. DETAINEES**

Only offenders under seventeen (17) years of age, adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5-3, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or found guilty of direct or indirect criminal contempt may be transmitted. No minor subject to the provisions of Chapter 705, Articles II, III, or IV will be detained. Status offenders will not be accepted under any circumstances.

#### **VI. NOTIFICATION**

The receiving County must be notified prior to transportation of a detainee to the Center. The transmitting County will notify the Center of the transmitting County's intent to recommend detention.

If the transmitting County's Juvenile Court Services Department calls to request that the Center hold a juvenile prior to a Court hearing, authorization for this can be made over the telephone; however, at minimum, a description of the offense or an offense report sheet must accompany the detainee to the Center.

When a juvenile is taken into custody prior to an initial Court hearing, the transmitting County will supply the receiving County with a signed authorization form following the initial Court hearing and a Court order for detention.

If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any information available regarding the detainee's social history, psychological/psychiatric evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

## **VII. TRANSPORTATION**

The transmitting County is responsible for all transportation of the detainee to and from the Center.

## **VIII. MEDICAL AND MENTAL HEALTH CARE**

The transmitting County is responsible for medical and mental health expenses incurred by detainees from the County while the detainees are being held in the Center.

The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination. There shall be no charge for in-house mental health programs.

If the detainee requires medication, it will be supplied by the receiving County and the transmitting County will be billed at the receiving County's cost, unless the medication is supplied by the detainee's family or physician.

A consent to medical treatment signed by the parents or guardian will be required for admission of Court-ordered detainees. Parent consent forms will be provided within 36 hours on all detainees.

In the case of a medical or mental health emergency, the receiving County will deliver the detainee to a hospital. If the detainee is admitted to the hospital, this will constitute an automatic release from the Center, as receiving County has no facilities for guarding detainees for extended periods outside of the Center. The receiving County shall immediately notify the transmitting County of the medical situation. The transmitting County shall be responsible for notifying the parents or guardian of the detainee. The transmitting County shall be responsible for the cost of the detainee's medical treatment and/or hospitalization. The receiving County will provide security at the hospital for a maximum of six (6) hours from the time that the transmitting County is notified of the detainee's admission to the hospital. After the six (6) hours, security shall be provided by the transmitting County.

## **IX. LIABILITY**

The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local

Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

**X. SEVERABILITY**

In the event any provision of this Agreement is held by any Court to be unconstitutional or in excess of the powers guaranteed by law to the parties to this Agreement, such ruling or rulings shall not void this Agreement. It shall instead be deemed to have severed such provisions from the remainder of this Agreement.

**XI. SUPERSEDES OTHER AGREEMENTS**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

**XII. ABIDE BY LAWS**

In providing all services pursuant to this Agreement, the receiving County shall abide by all laws and statutes, state and federal, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of the Agreement, and shall entitle the transmitting County to terminate this Agreement immediately upon written notice of termination to the receiving County.

**XIII. AMENDMENT OF AGREEMENT**

Any amendments or alterations of this Agreement must be made in writing and signed by both parties.

**XIV. NOTICES**

In the event that written notice must be sent pursuant to the provisions of this contract, such written notice shall be sent to:

Roxanne Castleman  
Director of Court Services  
104 West Front Street, Box 2400  
Bloomington, Illinois 61704-2400

Matthew Noar  
Director of Court Services  
105 E. Court Street  
Eureka, Illinois 61530



**XV. TERMINATION OF AGREEMENT**

Any of the parties to this Agreement may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

**XVI. INTERPRETATION OF THIS AGREEMENT**

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

**XVII. CONTRACT PERIOD AND RENEWAL**

This Agreement shall be in effect on August 1, 2005 and shall be terminated on December 31, 2005. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

**APPROVED:**

**APPROVED:**

\_\_\_\_\_  
Woodford County Board Chairman

\_\_\_\_\_  
McLean County Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

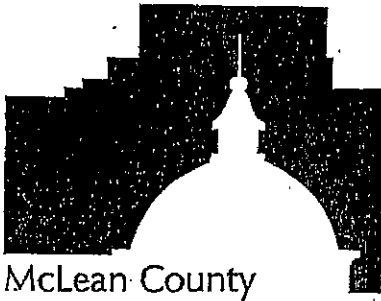
**ATTEST:**

\_\_\_\_\_  
Woodford County Clerk

\_\_\_\_\_  
McLean County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## COURT SERVICES

Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: (309) 888-5360

Fax (309) 888-5434

Room 103

Juvenile Division: (309) 888-5370

Fax (309) 888-5831

Room 601

# Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RC*

CC: Honorable Chief Judge Elizabeth A. Robb  
Dave Goldberg

Date: August 19, 2005

RE: Juvenile Detention Bed Space Contract with Woodford County

I have attached a contract for lease of space in the McLean County Detention Center, which Woodford County is seeking to enter into. This contract guarantees Woodford County 100 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. This contract is identical to the previous contracts with Woodford County, with the exception of the number of days. The previous contract was entered into in January of 2005 and was for 365 days.

This contract has been reviewed and approved by the McLean County States Attorney's office.

The Woodford County board approved this contract at their August board meeting.

Mr. Goldberg and I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

Members Renner/Owens moved the County Board approve a Request for Approval of Contract with Woodford County to increase their use of Detention Bed Space at the Juvenile Detention Center by 100 days at \$80.00 per day – Court Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: the General Report is located on pages 138-148.

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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of High Trail Wind Farm, LLC, Old Trail Wind Farm, LLC and Zilkha Renewable Energy, LLC in case SU-05-09. They are requesting a special use to allow a Major Utility (wind farm of up to 275 wind tower generators that are each up to 499 feet in height) with a waiver to allow up to 16 towers to be as close as 400 feet to an R-1 Single Family Residence District rather than 2,000 feet as required and to be allowed to apply for a building permit for the first phase up to three years after County Board approval rather than one year as allowed and to be allowed to apply for building permits for the second phase up to five years after beginning construction of the first phase on property which is part of Townships 23N Range 4E (Dawson Township), 23N Range 5E (Arrowsmith Township) & 23N Range 6E (Cheneys Grove Township) of the 3<sup>rd</sup> P.M., McLean County, IL and is located south of 1400 North Road, east of 2400 East Road, north of 800 North Road and west of 4100 East Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on July 5 and July 6, 2005 in Rooms 1406 and 1407, Community Commons Building, Heartland Community College, 1500 W. Raab Road, Normal, IL and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 19,192 acre properties are primarily in crop production and pasture. The property is generally relatively flat and is sloping in some areas. The properties have frontage on Illinois Route 9 and various County and township roads. Access for the proposed use is covered by two road agreements: 1) between the applicant and McLean County; and 2) between the applicant and Dawson, Arrowsmith and Cheneys Grove Township Road Commissioners.

**SURROUNDING ZONING AND LAND USE** - The land is in the A-Agriculture District and is primarily surrounded by land in the A-Agriculture District; several of the properties are adjacent to land in the R-1 Single Family Residence District.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met if a mitigation agreement is made between the applicant and Craig and Rose Grant to provide a planting screen between two proposed wind turbines in Section 36 in Dawson Township and the Grant property.

The applicant is proposing to build a Major Utility (Wind Power Generating Facility) on 19,192 acres in an area that is primarily used and surrounded by land that is used for crop production. The Zoning Ordinance lists a Major Utility as a special use in the Agriculture District. The applicant is proposing to build a maximum of 275 wind turbines. The proposed wind turbines will meet the 499 foot maximum height requirement as measured from the

ground to the tip of the blade. The blades and hub are approximately 100 meters (328 feet) in diameter and the hub is approximately 100 meters (328 feet) above the ground. The wind turbines will meet the 30 foot side and rear setback requirements as measured from the tip of the blade to property lines of non participating properties. The applicant will set back the wind turbines from roads 1.1 times the height from the edge of road rights-of-way as measured from the tip of the blade.

The applicant has hired a consultant to conduct a bird study which states, "Overall risk is assessed to be low for most species and moderate for some species of raptors. Small numbers of fatalities are probable, though there is little chance of significant impacts to any species." There will not be a significant impact on birds and bats according to a biologist at Illinois State University. The applicant has also conducted a cultural resource evaluation to identify and assess any potential impact on cultural, historic and archaeological resources located within the project area. The selected turbine sites were found to be clear of such resources.

2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met provided that no wind turbine tower is located closer than 600 feet to the nearest R-1 Single Family Residence District as measured from the tip of the turbine blade. The surrounding property that is currently used for crop production will continue to be desirable for such use.

The applicant is proposing to build the facility in two phases. Phase one will consist of approximately 137 towers and the second phase will consist of the remaining approximately 138 towers. The applicant is requesting to be allowed to apply for a building permit for the first phase up to three years after the County Board approval rather than one year as allowed, and to be allowed to apply for building permits for the second phase up to five years after beginning construction of the first phase.

The following studies, surveys or assessments were submitted with the application and shall be considered part of the application: A microwave beam path analysis by ComSearch; a telecommunication study by ComSearch that includes a TV broadcast off-air reception measurement report; two noise impact assessments, 1) by Noise Solutions, Inc. and 2) by Wind Engineers, Inc.; an avian risk assessment by Curry & Kerlinger, LLC; an archeological survey by Archaeological Consultants, Inc., with a compliance letter from the Illinois Historic Preservation Agency; and an area aviation study by Aviation Systems, Inc. Resumes for people completing these assessments are also part of the application.

Microwave beam paths approved by the Federal Communications Commission will not be interrupted by any proposed tower. The applicant has met with airport officials to clarify that tower locations are compatible with local airport landing patterns; the aviation study shows that the tower locations will meet the Federal Aviation Administration (FAA) lighting requirements and site approval for each wind turbine within the project area. According to a noise impact assessment, "The minimum distance needed to maintain compliance with the State of Illinois Noise Regulations is 655 feet from the V82 wind turbine (one of the types of proposed wind turbines) to the nearest residence." The applicant is proposing a minimum 1,500 foot setback from a wind turbine to the nearest residence. The applicant will provide engineering plans certified by a registered engineer

that each tower and wind turbine is designed and built according to appropriate national standards. The avian study indicates that there is no indication that large numbers of migrating or wintering birds use the project site or that the project site is on a significant migration pathway; the site did not reveal high densities or availability of prey that could attract large numbers of raptors to the turbine areas.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use. The applicant has decommissioning agreements with each land owner. The applicant will set up an escrow account in the amount of \$25,000 per wind turbine beginning twelve years after the start of commercial operations. The decommission fund is intended to cover the cost of removing the project infrastructure, restoring the leased premises to their original condition, and removing the foundation pedestal to 40 inches below grade.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The applicant is proposing to build gravel access roads to each tower. The towers do not require septic systems or wells. The applicant will install underground utilities along the access roads to each of the tower sites. The applicant proposes to build two electrical substations within the project area. An operations and maintenance facility is proposed to be built outside the town of Arrowsmith. The operation and maintenance facility will be served by a private well and septic system approved by the County Health Department. Once the wind farm is built, it will permanently employ approximately 45 people.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met provided a written road agreement is approved by the County Board and Dawson, Arrowsmith and Cheney's Grove Townships as a condition of this approval. The applicant has been working with the County and three townships to obtain road agreements to maintain the roads and provide adequate access during the construction process.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met provided the following has occurred after completion of Phase I and before beginning Phase II: 1) the applicant has requested a meeting with the Director of Building and Zoning; 2) a meeting takes place with the applicant and staff of the McLean County Department of Building and Zoning where the applicant will adequately address problems or concerns that are identified through Phase I by the Director of Building and Zoning; and 3) any items brought up at this meeting that cannot be adequately addressed according to the Director of Building and Zoning will need to be appealed to the Zoning Board of Appeals for resolution at their next available meeting.

The intent of the Agricultural District states, "Provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial and industrial areas is most desirable."

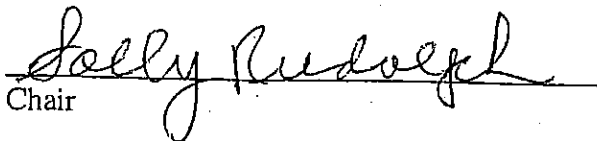
**7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District. This standard is met.**

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance provided the following conditions are met: 1) a mitigation agreement is made between the applicant and Craig and Rose Grant to provide a planting screen between two proposed wind turbines in Section 36 in Dawson Township and the Grant property; 2) no wind turbine tower is located closer than 600 feet to the nearest R-1 Single Family Residence District boundary as measured from the tip of the turbine blade; 3) a written road agreement is approved by the County Board and Dawson, Arrowsmith and Cheneys Grove Townships as a condition of this approval; and 4) the following has occurred after completion of Phase I and before beginning Phase II: 1) the applicant has requested a meeting with the Director of Building and Zoning; 2) a meeting takes place with the applicant and staff of the McLean County Department of Building and Zoning where the applicant will adequately address problems or concerns that are identified through Phase I by the Director of Building and Zoning; and 3) any items brought up at this meeting that cannot be adequately addressed according to the Director of Building and Zoning will need to be appealed to the Zoning Board of Appeals for resolution at their next available meeting; and the applicant will provide engineering plans certified by a registered engineer that each tower and wind turbine is designed and built according to appropriate national standards.

Therefore this Board recommends that a special use be granted on the property described above to allow a Major Utility (wind farm of up to 275 wind tower generators that are each up to 499 feet in height) with a waiver to allow up to 16 towers to be as close as 600 feet to an R-1 District rather than 2,000 feet as required and to be allowed to apply for a building permit for the first phase up to three years after County Board approval rather than one year as allowed and to be allowed to apply for building permits for the second phase up to five years after beginning construction of the first phase and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, and provided compliance is made with all of the conditions of the previous paragraph.

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

Respectfully submitted this 6<sup>th</sup> day of July 2005, McLean County Zoning Board of Appeals

  
Chair

Sally Rudolph, Chair  
Tony Wheat  
David Kinsella  
James Finnigan  
Jerry Hoffman  
Michael Kuritz

Members Gordon/Dean moved the County Board approve a Request for Approval of High Trail Wind Farm, LLC, Old Trail Wind Farm, LLC and Zilkha Renewable Energy, LLC in Case SU-05-09 for a Special Use to allow a Major Utility (wind farm of up to 275 wind tower generators that are each up to 499 feet in height) with a waiver to allow up to 16 Towers to be as close as 600 feet to an R-1 Single Family Residence District rather than 2,000 feet as required, and to be allowed to apply for a Building Permit for the first phase up to three years after County Board approval rather than one year as allowed, and to be allowed to apply for Building Permits for the second phase up to five years after beginning construction of the first phase on property which is part of Townships 23N Range 6E (Cheneys Grove Township) of the 3rd P.M., McLean County, IL and is located south of 1400 North Road, East of 2400 East Road, north of 800 North Road and west of 4100 East Road. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the following: the General Report can be found on pages 153-155.

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

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2005  
Combined Annual Appropriation and Budget Ordinance  
County Recorder's Document Storage Fund 0137, County Recorder's Office 0006**

**WHEREAS**, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the County Recorder's Document Storage Fund; and,

**WHEREAS**, the Finance Committee, at the Committee's regular meeting on September 6, 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Recorder's Document Storage Fund in the amount of \$ 12,390.00 to cover the cost of a new computer server; now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

(1) That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County Recorder's Document Storage Fund 0137 in the amount of \$ 12,390.00.

(2) That the County Treasurer is directed to amend the fiscal year 2005 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0137-0006-0008-0400.0000			
Unappropriated Fund Balance	\$ 79,146.00	\$ 12,390.00	\$ 91,536.00

(3) That the County Auditor is directed to amend the fiscal year 2005 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriations:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0137-0006-0008-850.0001			
Capitalized Assets	\$ 0.00	\$ 12,390.00	\$ 12,390.00
TOTAL:		\$ 12,390.00	



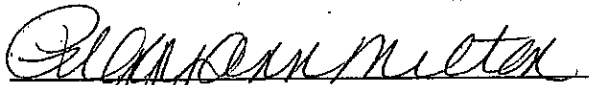
(2)

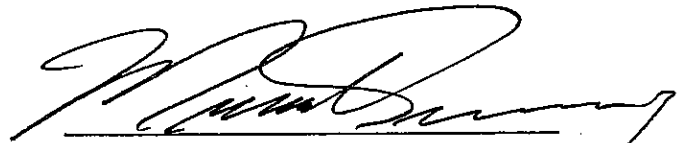
(4) That the County Clerk shall provide a Certified Copy of this Ordinance to the County Recorder, County Treasurer, County Auditor, and the County Administrator.

**ADOPTED** by the McLean County Board this 20<sup>th</sup> day of September, 2005.

**ATTEST:**

**APPROVED:**

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

  
Michael F. Sweeney, Chairman  
McLean County Board

E:/john/cobd/Ea\_recdocstor\_server.fin.doc  
9/6/05



FID Number: 74-2616805  
 Sales Rep: REBECCA BALES  
 For Sales: (800)274-7799  
 Sales Fax: (800)433-9527  
 For Customer Service: (800)981-3355  
 For Technical Support: (800)981-3355  
 Dell Online: <http://www.dell.com>

Customer Number: 012426195  
 Purchase Order: 050000106000  
 Order Number: 496993512  
 Order Date: 07/26/05

Invoice Number: **F69559909**

Invoice Date: 07/31/05  
 Payment Terms: NET DUE 30 DAYS  
 Due Date: 08/30/05  
 Shipped Via: EAGLE USA  
 Waybill Number: 496993512

SOLD TO:  
 #BWNHQPV  
 #0124 2619 59#

ACCOUNTS PAYABLE  
 MCLEAN COUNTY  
 PO BX 2400  
 104 WEST FRONT ST  
 BLOOMINGTON, IL 61702

SHIP TO:

MCLEAN CO INFORMATION SERVICES  
 RM 202 115 E WASHINGTON ST  
 BLOOMINGTON, IL 61702-2400



PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
1	1	221-7522	3.16GHz, 1MB cache, Xeon 667MHz Front Side Bus for PowerEdge 6800	EA	12,304.80	12,304.80
1	1	311-4615	Single Processor PE6800	EA	0.00	0.00
1	1	311-4642	8GB, DDR2, 400MHZ (8X1GB) Single Ranked DIMMs	EA	0.00	0.00
1	1	310-5542	Dell Quietkey USB Keyboard NMB	EA	0.00	0.00
1	1	320-3000	Video ready option w/o monitor	EA	0.00	0.00
1	1	341-1899	73GB,U320,SCSI,11N 15K,PE68X0	EA	0.00	0.00
1	1	341-1912	PERC4/eDC, 2 Internal Channels 0 External Channels	EA	0.00	0.00
1	1	341-1308	1.44MB Floppy Drive	EA	0.00	0.00
1	1	420-2966	W2K3 Server Enterprise Edition 32-bit	EA	0.00	0.00
1	1	310-0024	Mouse Option None	EA	0.00	0.00
1	1	430-8991	Dual On-Board NICs ONLY	EA	0.00	0.00
1	1	313-2700	24X IDE CD-ROM	EA	0.00	0.00
1	1	313-3277	Tower Bezel for PE6800	EA	0.00	0.00
1	1	311-4645	2X5 Split Backplane,PE6800	EA	0.00	0.00
1	1	310-6391	Electronic Documentation and OpenManage CD Kit, PE68X0	EA	0.00	0.00
1	1	341-1899	73GB,U320,SCSI,11N 15K,PE68X0	EA	0.00	0.00
1	1	341-1949	Add-In PERC controller Split Backplane RAID 1 / RAID	EA	0.00	0.00
1	1	310-6395	Tower Chassis Orientation for PE6800	EA	0.00	0.00
1	1	310-6385	2nd Power Supply, 200 Volts Redundant, PE6800	EA	0.00	0.00
1	1	341-1902	300GB,U320,SCSI,11N 10K,PE68X0	EA	0.00	0.00
1	1	341-1902	300GB,U320,SCSI,11N 10K,PE68X0	EA	0.00	0.00
1	1	341-1902	300GB,U320,SCSI,11N 10K,PE68X0	EA	0.00	0.00
1	1	310-6638	Power Supply Deployment for 200-240 Volt AC Countries	EA	0.00	0.00
1	1	950-0117	*Premier Enterprise Support - Complex Resolutions w/Advanced Software Support - 3 Pack -Exp. 3 Years	EA	0.00	0.00

**RECEIVED**  
 AUG 09 2005  
 AUDITOR'S OFFICE

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$10 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCH. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE, ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT [WWW.DELL.COM/PUBLIC-ECARE](http://WWW.DELL.COM/PUBLIC-ECARE) TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	\$	0.00
Subtotal	\$	12,389.80
Taxable:	\$	0.00
Tax:	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	12,389.80



DETACH AT PERF AND RETURN WITH PAYMENT

MAKE CHECK PAYABLE/REMIT TO:

Invoice Number: F69559909  
 Customer Name: MCLEAN COUNTY  
 Customer Number: 012426195  
 Purchase Order: 050000106000  
 Order Number: 496993512

DELL MARKETING L.P.  
 C/O DELL USA L.P.  
 PO BOX 802816  
 CHICAGO, IL 60680-2816



Ship. &/or Handling	\$	0.00
Subtotal	\$	12,389.80
Taxable:	\$	0.00
Tax:	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	12,389.80
	\$	
	\$	
	\$	
Balance Due	\$	12,389.80
Amt. Enclosed	\$	



This is your INVOICE

FID Number: 74-2616805
Sales Rep: REBECCA BALES
For Sales: (800)274-7799
Sales Fax: (800)433-9527
For Customer Service: (800)981-3355
For Technical Support: (800)981-3355
Dell Online: http://www.dell.com

Customer Number: 012426195
Purchase Order: 050000106000
Order Number: 496993512
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Invoice Number: F69559909

Invoice Date: 07/31/05
Payment Terms: NET DUE 30 DAYS
Due Date: 08/30/05
Shipped Via: EAGLE USA
Waybill Number: 496993512

SOLD TO:
#BVVNHKPV
#0124 2619 59#

ACCOUNTS PAYABLE
MCLEAN COUNTY
PO BX 2400
104 WEST FRONT ST
BLOOMINGTON, IL 61702

SHIP TO:

MCLEAN CO INFORMATION SERVICES
RM 202 115 E WASHINGTON ST
BLOOMINGTON, IL 61702-2400



PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Table with 7 columns: Order, Shipped, Item Number, Description, Unit, Unit Price, Amount. Lists various hardware items like processors, memory, keyboards, monitors, and storage devices.

RECEIVED
AUG 09 2005
AUDITOR'S OFFICE

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$10 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCH. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE, ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Summary table with 2 columns: Description, Amount. Rows include Ship. &/or Handling, Subtotal, Taxable, ENVIRO FEE, and Invoice Total.



DETACH AT PERF AND RETURN WITH PAYMENT

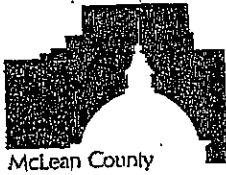
MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 802816
CHICAGO, IL 60680-2816

Invoice Number: F69559909
Customer Name: MCLEAN COUNTY
Customer Number: 012426195
Purchase Order: 050000106000
Order Number: 496993512

Summary table with 2 columns: Description, Amount. Rows include Ship. &/or Handling, Subtotal, Taxable, ENVIRO FEE, Invoice Total, Balance Due, and Amt. Enclosed.





H. Lee Newcom  
McLean County Recorder  
115 E. Washington Street, Room M-104  
Post Office Box 2400  
Bloomington, IL 61702-2400  
(309) 888-5170  
(309) 888-5927

September 6, 2005

To: Honorable Members of the Finance Committee

From: Lee Newcom, Recorder

Re: Reports and action items for September

I. Action Items

- A. Approval of an appropriation from the Document Storage Fund of \$12,390.00 to line 0137-0008-0006-0850-0001 for purchase of Dell server, Dell item number 221-7522.

The Recorder's office server has become unreliable. Information Services Department recommended emergency replacement. The invoice is attached and we request approval of the transfer of funds.

- B. Approval of an appropriation from the Document Storage Fund, 0137, to line 0516-0001, for hiring a 1.0 FTE temporary/seasonal position for the period of October 1 to December 31, 2005. This position will perform record index correction work. Explanation of the project is attached.

II. Information Items

Attached are our reports for the month of July, 2005.

Members Sorensen/Selzer moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance from the Recorder's Document Storage Fund 0137 of \$12,390.00 for purchase of Dell Server, Dell item number 221-7522 – County Recorder's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2005  
Combined Annual Appropriation and Budget Ordinance  
County Recorder's Document Storage Fund 0137, County Recorder's Office 0006**

WHEREAS, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the County Recorder's Document Storage Fund; and,

WHEREAS, the Finance Committee, at the Committee's regular meeting on September 6, 2005, recommended to the County Board approval of the request received from the County Recorder to add a new part-time position to review and correct previously recorded documents; and,

WHEREAS, the Finance Committee, at the Committee's regular meeting on September 6, 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Recorder's Document Storage Fund in the amount of \$ 16,173.00 to cover the cost of said position; now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

(1) That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County Recorder's Document Storage Fund 0137 in the amount of \$ 16,173.00.

(2) That the County Treasurer is directed to amend the fiscal year 2005 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0137-0006-0008-0400.0000			
Unappropriated Fund Balance	\$ 79,146.00	\$ 16,173.00	\$ 95,319.00

(3) That the County Auditor is directed to amend the fiscal year 2005 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriations:

(2)


	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0137-0006-0008-0515.0001 Part-time Employee Salaries	\$ 0.00	\$ 5,093.00	\$ 5,093.00
0137-0006-0008-0599.0001 County's IMRF Contribution	\$ 0.00	\$ 331.00	\$ 331.00
0137-0006-0008-0599.0002 Employee Medical/Life Insurance	\$5,700.00	\$ 0.00	\$ 5,700.00
0137-0006-0008-0599.0003 Social Security Contribution	\$ 0.00	\$ 390.00	\$ 390.00
0137-0006-0008-0621.0001 Non-Major Equipment	\$10,000.00	\$ 5,000.00	\$15,000.00
0137-0006-0008-0750.0001 Equipment Maintenance Contract	\$ 3,000.00	\$ 259.00	\$ 3,259.00
0137-0006-0008-0750.0004 Software License Agreement	\$18,000.00	\$ 5,100.00	\$23,100.00
TOTAL:		\$16,173.00	


(4) That the County Clerk shall provide a Certified Copy of this Ordinance to the County Recorder, County Treasurer, County Auditor, and the County Administrator.

ADOPTED by the McLean County Board this 20<sup>th</sup> day of September, 2005.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

E:/john/ccbd/Ea\_recorder\_docstorsept06.fin.doc  
9/6/05



H. Lee Newcom  
McLean County Recorder  
115 E. Washington Street, Room M-104  
Post Office Box 2400  
Bloomington, IL 61702-2400  
(309) 888-5170  
(309) 888-5927

September 6, 2005

To: Honorable members of the Finance Committee

From: Lee Newcom, Recorder

Re: Request for appropriation to repair records

As reviewed last month in the Finance Committee, the Recorder's office suffers from deep systemic problems in its computer database. It is a responsible action of our stewardship of these important public records to correct incomplete, corrupt or improperly entered records where practical and necessary. This is a request for an appropriation from the Document Storage Fund to begin repair work on one small segment of that database that renders a body of records unusable from a recent and active year of Recorder's office filing activity.

**Appropriation requested:**

From the Document Storage Fund we are requesting an appropriation to cover the following:

1.0 FTE Classification 0011 Step 1. This will be "temporary/seasonal" position for the period of October 1 to December 31, 2005. The position will be extended through our 2006 budget for one to three months depending on the finish date.

Purchase of the necessary computer equipment is already contained in our 2005 budget.

**Explanation**

Several years ago, during data conversion from one vendor to another, a group of 7,575 documents from a period surrounding 1993 became corrupted, unusable and were given a date from the year 1900. As this is a very active year for property record searchers, this data could be considered of high importance to restore to accessibility. The long delayed importance of making these documents accessible is illustrated by their commonly known moniker in our office as the "Liz" documents. They each contain a notation, "Liz," in their kind code. This was placed there by the technicians doing the conversion to notify a then current office employee that the record needs to be opened and corrected. That work was never accomplished.

Each document must be opened and have the date and varied fields of information corrected. The correct information is available to the employee doing the work by viewing the document either on-screen, if it is in our database, or by viewing the microfilm image.

Preliminary testing of needed corrections and estimate of employee time needed.

In preliminary tests we have opened and repaired approximately 250 of these documents. Our methodology was to access the document, print it on paper, and then correct the on-screen indexing information reading from the paper copy. Based on processing these records we estimate an average time of these corrections of 5 minutes per document.

This extends to approximately 600 hours, or 16 weeks of work for 1.0 FTE, for the remaining 7,325 documents. Additional hours may be needed to include training of the employees and a ramp up of their skills. We also do not know the impact of retrieving and downloading documents from film as we have not had that capability before. We will employ two part-time employees to do the corrections, each working 3.5-4 hours per day.

Alternative methods of accomplishing this project

Outsourcing this project has been explored and is not practical for the following reasons:

1. Any outside vendor would have to purchase and train employees on use of the Cott System software. That vendor would then have to have their system modified to the McLean County transaction and kind coding, customer and subdivision lists, and ALL McLean County recorder's office historic computer records loaded into the vendor computers. It is not possible to separate out a group of documents.
2. Our Cott system is uniquely set up with document types and kind codes specific to McLean County. Therefore, daily access to the existing asset of employees and management will be necessary for the employees accomplishing the repair work.
3. Due to the software issue, the only vendor that can accomplish the work is Cott Systems. They do offer data conversion services and are a practical vendor because of their unique familiarity with the system and McLean County data. However, in discussions with them the issue of the microfilm availability during the work is crucial. That film will only be available to the employees here, in our office.

What happens when this project is finished.

As previously discussed in the Finance Committee, our office has many important data correction needs to bring our records up to an acceptable level of professional integrity. This project will provide vital experience and data to allow management to make decisions regarding the correction of additional corrupted records. As the position requested here will be a temporary employee, we have the ability to truncate employment at the end of this project should we not want to immediately begin correction of another set of records.



**RESOLUTION AMENDING THE FUNDED  
FULL-TIME EQUIVALENT POSITIONS RESOLUTION  
FOR 2005**

**WHEREAS**, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 16, 2004 which became effective on January 1, 2005; and,

**WHEREAS**, the County Recorder has recommended that an Office Support Specialist I be hired to review documents and correct any errors found in the County Recorder's Records Management System; and,

**WHEREAS**, the Recorder's Document Storage Fund has sufficient funds to reimburse the salary and benefit expense of an Office Support Specialist I; and,

**WHEREAS**, the Finance Committee, at the Committee's regular meeting on Tuesday, September 6, 2005, recommended approval of this change in the Full-Time Equivalent Positions Resolution for the remainder of the 2005 Fiscal Year; now, therefore,

**BE IT RESOLVED**, by the County Board of McLean County, Illinois, now in regular session, that the Fiscal Year 2005 Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:


<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0137-0006-0008	04	0515.0011 (part-time) Office Support Specialist I	0.00	0.25	0.25
		TOTAL	0.00	0.25	0.25

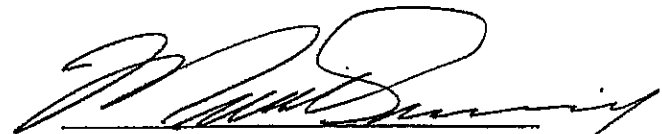
**BE IT FURTHER RESOLVED** by the County Board of McLean County, Illinois that the County Clerk is hereby directed to provide a certified copy of this Resolution to the County Recorder, the County Treasurer, and the County Administrator's Office.

**ADOPTED** by the McLean County Board this 20<sup>th</sup> day of September, 2005.

**ATTEST:**

**APPROVED:**

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Sorensen/Harding moved the County Board approve Requests for Approval of an Emergency Appropriation Ordinance from the Recorder's Document Storage Fund 0137 to hire a 0.25 FTE Temporary/Seasonal Position for the Period of October 1 to December 31, 2005 and an Amendment to the Fiscal Year 2005 Full-time Equivalent Position Resolution – Recorder's Document Storage Fund 0137– County Recorder's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

1M

08-05-001

RESOLUTION

[01]0109

\* WHEREAS, The County of McLean has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90; and

WHEREAS, Pursuant to this program, the County of McLean has acquired an interest in the following described real estate:

LOT 7 BLOCK 16 SCOTTHUMPHREY & PICKETTS SUB TO  
CHENOA

PERMANENT PARCEL NUMBER: 03-02-476-002

As described in certificate(s): [01]0109 Sold on November 12, 2002

Commonly known as: 224 MILL ST

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property, by reconveyance, to the owner of a former interest in said property.

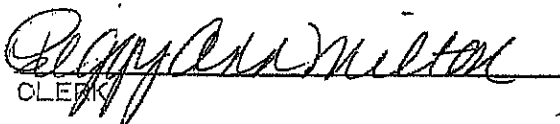
WHEREAS, EDWIN & LAVICKA GRIDER, has paid \$1,348.94 for the full amount of taxes involved and a request for reconveyance has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$728.60 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$80.00 for cancellation of Certificate(s) and to reimburse the Revolving Account the charges advanced from this account, and the Recorder of Deeds shall shall receive \$31.00 for recording. The remainder being the monies due the Agent for his services. The total paid by Purchaser is \$1,348.94.

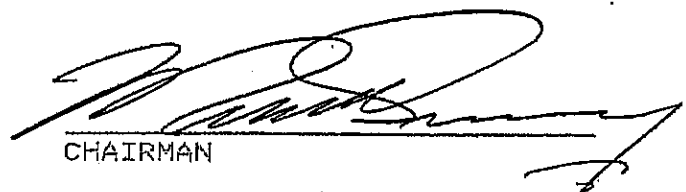
THEREFORE, Your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF McLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$728.60 to be paid to the Treasurer of McLean County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 20<sup>th</sup> day of September, 2005.

ATTEST:

  
CLERK

  
CHAIRMAN



REBECCA C. McNEIL  
McLEAN COUNTY TREASURER  
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Government Center  
115 E. Washington Room M-101 P.O. Box 2400 Bloomington, Illinois 61702-2400

Date: August 16, 2005

To: Members of the Finance Committee

From: Rebecca McNeil  
McLean County Treasurer

On May 18, 1999, the McLean County Board entered into a service agreement with Joseph Meyer and Associates to create a Delinquent Real Estate Tax Liquidation Program. This agreement was entered into in conjunction with the specifications in section 35ILCS 200/21-90 of the property tax code. The primary goal of the program is to recover delinquent real estate taxes for the benefit of all taxing districts. The second goal is to return unproductive and abandoned parcels back to productive use and subsequently, the tax rolls of the County.

Through this program, parcel #03-02-476-002 was acquired by deed in July, 2005, as a result of tax year 2001 unpaid taxes sold at the 2002 annual tax sale and subsequent unpaid taxes for tax year 2002 and 2003. The former owners, Edwin and Lavicka Grider, have now paid \$1,348.94 to the County's delinquent tax agent. This amount represents the full amount due to redeem this delinquency. The amount paid will be distributed to redeem the outstanding taxes, interest, fees and program costs.

To complete the re-conveyance of parcel #03-02-476-002, it is necessary for the following Resolution to be signed. The Resolution authorizes the County Board Chairman to execute a deed of re-conveyance of the County's interest to Edwin and Lvicka Grider.

Thank you for your consideration of this matter.

Members Sorensen/Owens moved the County Board approve a Request for Approval of a Resolution to Authorize the Chairman of the Board of McLean County to Execute a Deed of Re-Conveyance to Edwin and Lavicka Grider on Parcel 03-02-476-002 – County Treasurer's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

### Resolution

RESOLVED, that the McLean County Board (hereafter "Board") hereby takes the following actions:

1. The "Board" agrees to apply for and accept funds being held by the Illinois State Board of Elections, which funds were furnished by the United States Government under the provisions of the Help America Vote Act ("HAVA"), for the purchase of new accessible voting equipment certified by the State Board of Elections and in compliance with HAVA requirements.
2. The "Board" agrees to take such action as may be necessary to comply with the requirements of the State Board of Elections for the release of such HAVA funds by supplying the State Board of Elections detailed descriptions of the equipment to be purchased, providing full information about payment amount and other cost information for such equipment, and upon receipt of such HAVA funds, the "Board" agrees to forward payment to its vendor no later than 30 days following receipt of assistance payment from the State Board of Elections or by the due date indicated on contract, whichever is earlier, as required by federal cash management statutes. The "Board" agrees to forward a copy of the check paid to the vendor and a copy of a paid invoice from the vendor to the SBE within 30 days of paying its vendor.
3. The "Board" agrees to take such action as necessary to be certain that the new voting equipment is fully consistent and in compliance with the requirements of the laws described in Section 906 of the Help America Vote Act (Attachment A), and will meet the voting system's standards adopted by the Federal Election Commission in May of 2002, and will meet the requirements of Title III Section 301 (a)(3) by January 1, 2006 (Attachment B).
4. The "Board" understands and agrees that equipment purchased by the said jurisdiction from HAVA funds shall become the property of the jurisdiction, not the State of Illinois. It understands and agrees that all property control and custody responsibilities will be assumed by the "Board."
5. The Board further agrees that future costs related to equipment and/or upgrades now being furnished with HAVA assistance (for example: maintenance, repairs, software, upgrades, etc.) are and shall be the sole responsibility of the "Board" and understands that the State of Illinois assumes no liability for HAVA-mandated upgrades of the local jurisdictions.
6. The "Board" agrees to indemnify and hold the State Board of Elections harmless against claims brought against it by the Election Assistance Commission, or other agency of the state or federal government, for reimbursement of any monies advanced under the HAVA to this "Board" in the event the "Board" is found guilty of misapplication, misuse, or misappropriation of HAVA funds received from the State Board of Elections. Indemnification shall include but not be limited to attorney's fees, fines,

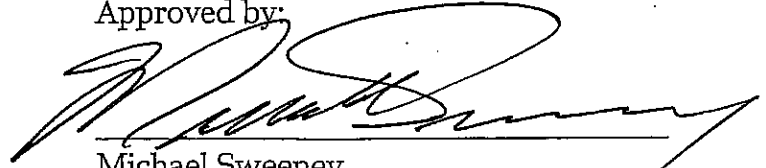
penalties, and other associated costs of litigation. The "Board" specifically agrees that in the event of any claim of misapplication, misuse, or misappropriation of the funds and demand for reimbursement against this "Board," this "Board" agrees that the State Board of Elections may conduct an audit of the application of the funds received from the State Board of Elections in order to determine whether such funds have actually been misapplied or misappropriated.

7. The "Board" authorizes PeggyAnn Milton, McLean County Clerk or other designated official, to act as the agent for the "Board" in preparing and executing all applications and other documents required by the State Board of Elections for the purchase of HAVA approved and State Board of Elections certified accessible voting equipment, and the "Board" authorizes her to take such action as may be necessary or desirable as requested by the State Board of Elections to effectuate the full purposes of this Resolution, including but not limited to the indemnities provided in this Resolution. She is further authorized to provide a certified copy of this Resolution to any agency of government which may request it, certifying that this Resolution was presented and approved according to law at a duly constituted meeting of this "Board".


The vote was:

Ayes 20  
Nays 0  
Absent 0

Approved by:

  
Michael Sweeney  
County Board Chairman

Attested by:

  
PeggyAnn Milton  
County Board Clerk

## Attachment A

### **Sec. 906. No Effect on Other Laws.**

(a) In General. – Except as specifically provided in section 303 (b) of this Act with regard to the National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.), nothing in this Act may be construed to authorize or require conduct prohibited under any of the following laws, or to supersede, restrict, or limit the application of such laws:

1. The Voting Rights Act of 1965 (42 U.S.C. 1973 et seq.).
2. The Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. 1973ee et seq.).
3. The Uniformed and Overseas Citizens Absentee Voting Act (42 U.S.C. 1973ff et seq.).
4. The National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.).
5. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
6. The Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.).

(b) No Effect on Preclearance or Other Requirements Under Voting Rights Act. – The approval by the Administrator or the Commission of a payment or grant application under title I or title II, or any other action taken by the Commission or a State under such title, shall not be considered to have any effect on requirements for preclearance under section 5 of the Voting Rights Act of 1965 (42 U.S.C. 1973c) or any other requirements of such Act.

## Attachment B

### SEC. 301. VOTING SYSTEMS STANDARDS.

(a) Requirements.--Each voting system used in an election for Federal office shall meet the following requirements:

(1) In general.--

(A) Except as provided in subparagraph (B), the voting system (including any lever voting system, optical scanning voting system, or direct recording electronic system) shall--

(i) permit the voter to verify (in a private and independent manner) the votes selected by the voter on the ballot before the ballot is cast and counted;

(ii) provide the voter with the opportunity (in a private and independent manner) to change the ballot or correct any error before the ballot is cast and counted (including the opportunity to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error); and

(iii) if the voter selects votes for more than one candidate for a single office--

(I) notify the voter that the voter has selected more than one candidate for a single office on the ballot;

(II) notify the voter before the ballot is cast and counted of the effect of casting multiple votes for the office; and

(III) provide the voter with the opportunity to correct the ballot before the ballot is cast and counted.

(B) A State or jurisdiction that uses a paper ballot voting system, a punch card voting system, or a central count voting system (including mail-in absentee ballots and mail-in ballots), may meet the requirements of subparagraph (A)(iii) by--

(i) establishing a voter education program specific to that voting system that notifies each voter of the effect of casting multiple votes for an office; and

(ii) providing the voter with instructions on how to correct the ballot before it is cast and counted (including instructions on how to correct the error through the issuance of a replacement

ballot if the voter was otherwise unable to change the ballot or correct any error).

(C) The voting system shall ensure that any notification required under this paragraph preserves the privacy of the voter and the confidentiality of the ballot.

(2) Audit capacity.--

(A) In general.--The voting system shall produce a record with an audit capacity for such system.

(B) Manual audit capacity.--

(i) The voting system shall produce a permanent paper record with a manual audit capacity for such system.

(ii) The voting system shall provide the voter with an opportunity to change the ballot or correct any error before the permanent paper record is produced.

(iii) The paper record produced under subparagraph (A) shall be available as an official record for any recount conducted with respect to any election in which the system is used.

(3) Accessibility for individuals with disabilities.--The voting system shall--

(A) be accessible for individuals with disabilities, including nonvisual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters;

(B) satisfy the requirement of subparagraph (A) through the use of at least one direct recording electronic voting system or other voting system equipped for individuals with disabilities at each polling place; and

(C) if purchased with funds made available under title II on or after January 1, 2007, meet the voting system standards for disability access (as outlined in this paragraph).

(4) Alternative language accessibility.--The voting system shall provide alternative language accessibility pursuant to the requirements of section 203 of the Voting Rights Act of 1965 (42 U.S.C. 1973aa-1a).

(5) Error rates.--The error rate of the voting system in counting ballots (determined by taking into account only those errors which are attributable to the voting system and not attributable to an act of the voter) shall comply with the error rate standards established under section 3.2.1 of the voting systems standards issued by the Federal Election Commission which are in effect on the date of the enactment of this Act.



(6) Uniform definition of what constitutes a vote.--Each State shall adopt uniform and nondiscriminatory standards that define what constitutes a vote and what will be counted as a vote for each category of voting system used in the State.

(b) Voting System Defined.--In this section, the term "voting system" means--

(1) the total combination of mechanical, electromechanical, or electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) that is used--

(A) to define ballots;

(B) to cast and count votes;

(C) to report or display election results; and

(D) to maintain and produce any audit trail information; and

(2) the practices and associated documentation used--

(A) to identify system components and versions of such components;

(B) to test the system during its development and maintenance;

(C) to maintain records of system errors and defects;

(D) to determine specific system changes to be made to a system after the initial qualification of the system; and

(E) to make available any materials to the voter (such as notices, instructions, forms, or paper ballots).

(c) Construction.--

(1) In general.--Nothing in this section shall be construed to prohibit a State or jurisdiction which used a particular type of voting system in the elections for Federal office held in November 2000 from using the same type of system after the effective date of this section, so long as the system meets or is modified to meet the requirements of this section.

(2) Protection of paper ballot voting systems.--For purposes of subsection (a)(1)(A)(i), the term "verify" may not be defined in a manner that makes it impossible for a paper ballot voting system to meet the requirements of such subsection or to be modified to meet such requirements.

(d) Effective Date.--Each State and jurisdiction shall be required to comply with the requirements of this section on and after January 1, 2006.

Members Sorensen/Berglund moved the County Board approve a Request for Approval of a Resolution to Apply for and Accept Funds being held by the Illinois State Board of Elections, which Funds were Furnished by the United States Government under the Provisions of the Help America Vote Act ("HAVA"), for the Purchase of new accessible Voting Equipment Certified by the State Board of Elections and in compliance with HAVA Requirements -- County Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

An AMENDED RESOLUTION  
OF THE McLEAN COUNTY BOARD  
ESTABLISHING MILEAGE REIMBURSEMENT  
FOR USE OF PRIVATE VEHICLES FOR COUNTY BUSINESS

WHEREAS, the McLean County Board adopted an Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County on February 19, 2002; and,

WHEREAS, the McLean County Board annually reviews the issue of appropriate mileage reimbursement for the use of private vehicles for conducting County business; and,

WHEREAS, the increasing costs of operating and maintaining a private vehicle have been recognized by the McLean County Board and the Internal Revenue Service; and,

WHEREAS, the Internal Revenue Service and the U.S. Treasury Department have approved an increase from 40.5 cents to 48.5 cents in the standard mileage reimbursement rate for the final four months of calendar year 2005; and,

WHEREAS, pursuant to Section 4.2-1 of the Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County the McLean County Board, at its regular meeting on ~~December 21, 2004~~ September 20, 2005, recommended that effective ~~January 1, 2005~~ September 20, 2005, the mileage reimbursement rate for use of private vehicles for conducting County business be set at ~~40.5~~ 48.5 cents per mile for all County officials and employees; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials and employees is hereby set at ~~40.5~~ 48.5 cents per mile, effective as of ~~January 1, 2005~~ September 20, 2005.

(2) That those persons who are eligible for mileage reimbursement in accordance with the Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County are hereby to be reimbursed at the rate of ~~40.5~~ 48.5 cents per mile, effective as of ~~January 1, 2005~~ September 20, 2005.

(3) That pursuant to 55 ILCS 5/4-10001, which provides, in part, that "County board members and the chairman of the county board are also entitled to travel and expense allowances as determined by the county board," County Board members and the Chairman of the County Board shall be reimbursed for mileage in connection with official business, including but not limited to attendance at board and committee meetings, at the rate of ~~40.5~~ 48.5 cents per mile, effective as of

(2)

~~January 1, 2005~~ September 20, 2005.

(4) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials, employees and County Board members shall be reviewed annually by the McLean County Board.


(5) That any previous Resolution of the McLean County Board establishing mileage reimbursement for use of private vehicles for County business is hereby repealed as of the effective date of this Resolution.

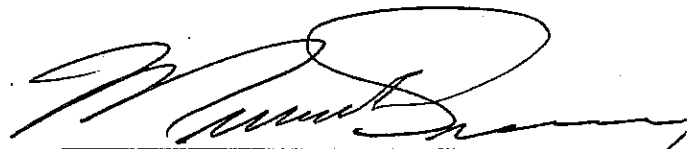
(6) That the County Clerk shall provide a certified copy of this Resolution to the County Auditor and the County Administrator.

ADOPTED by the McLean County Board this ~~21<sup>st</sup>~~ day of ~~December, 2004~~ 20<sup>th</sup> day of September, 2005.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

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IRS Increases Mileage Rate Until Dec. 31, 2005

IR-2005-99, Sept. 9, 2005

WASHINGTON – The Internal Revenue Service and Treasury Department announced today an increase to the optional standard mileage rates for the final four months of 2005.

The rate will increase to 48.5 cents a mile for all business miles driven between Sept. 1 and Dec. 31, 2005. This is an increase of 8 cents from the 40.5 cent rate in effect for the first eight months of 2005, as set forth in Rev. Proc. 2004-64.

"This is about fairness for taxpayers," said IRS Commissioner Mark W. Everson. "People are entitled to deduct the real cost of operating a vehicle. We've responded to the recent gas price increases by making this special adjustment so taxpayers get the tax benefit they deserve."

In recognition of recent gasoline price increases, the IRS made this special adjustment for the final months of 2005. The IRS normally updates the mileage rates once a year in the fall for the next calendar year.

"With many predicting a decline in gas prices over coming months, we will hold off on setting the 2006 rate until closer to January," Everson said. Next year's rate could be lower than 48.5 cents.

While gasoline is a major factor in the mileage figure, other items enter into the calculation of mileage rates, such as the price of new vehicles and insurance.

The optional business standard mileage rate is used to compute the deductible costs of operating an automobile for business use in lieu of the extra burden of tracking actual costs. This rate is also used as a benchmark by the federal government and many businesses to reimburse their employees for mileage.

The new four-month rate for computing deductible medical or moving expenses will be 22 cents a mile, up from 15 cents for the first eight months of 2005. The rate for providing services for charitable organizations is set by statute, not the IRS, and remains at 14 cents a mile.

The annual Revenue Procedure includes limitations on who is not eligible to use the standard mileage rate.

Members Sorensen/Renner moved the County Board approve a Request for Approval of an Amended Resolution Establishing Mileage Reimbursement for Use of Private Vehicles for County Business. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: earlier this morning the Finance Committee at a stand-up meeting took our Treasurer's office reports. In order for the Finance Committee to take them at a stand-up it had to be on the agenda for this meeting but it doesn't require Board action.

Member Sorensen stated the following: the General Report is located on pages 177-191.

Clerk Milton mentioned that she brought some packets with her in case any of the Board Members want to pick them up. Circulation of the nominating petitions may begin today. She noted that if anyone wanted to pick up their packet rather than having to stop by her office they could come up to the podium after the meeting to get them.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik presented the following:

COUNTY ADMINISTRATOR'S BUDGET MESSAGE

September 20, 2005

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

In accordance with the Resolution Establishing the Budget Policy for Fiscal Year 2006 adopted by the McLean County Board on May 17, 2005, and in accordance with Chapter 55, Section 5-61001 of the *Illinois Compiled Statutes (2002)*, I respectfully submit for your review a balanced budget for funding McLean County government's programs and services during Fiscal Year 2006. The Recommended Budget has been balanced within each fund using revenues projected to be available to the County during Fiscal Year 2006.

During the preparation and review of the Recommended Budget for the last three fiscal years, McLean County government has made difficult decisions to hold the line on spending. Like most local governments, McLean County's annual budget was impacted by the following external variables: Illinois' economic slowdown, enactment of a new State law that significantly reduced the County's growth in equalized assessed valuation base last year, a reduction in State reimbursement for salary expenses, an increase in the County's unemployment rate resulting from a reduction in manufacturing jobs, and an annual double-digit percentage increase in the costs of employee health insurance. To some degree, each of these external variables has shaped the assumptions and recommendations contained in the Fiscal Year 2006 Recommended Budget.

The State's overall economic recovery and the impact on County government is reflected in the three major State intergovernmental revenue sources – the Retailers' Occupation Tax, the State Income Tax, and the Personal Property Replacement Tax. During fiscal year 2005, the Treasurer's monthly Statement of Revenues, Expenditures and Fund Balance has consistently reported that the County's share of sales tax revenue is running 3-5% ahead of the Fiscal Year 2005 budgeted amount. State income tax revenue remitted to the County through August 31, 2005 is at 82% of the

amount budgeted. Personal property replacement tax revenue as of August 31, 2005 is at 116% of the budgeted amount. These three intergovernmental revenue sources may be viewed as one measure of the State's economic recovery. For County government, the year-to-date performance of these intergovernmental revenue sources is an indication that the "no growth" performance of the past two years has been reversed.

As you will recall, Public Act 93-0715 increased the general homestead exemption from \$3,500 to \$5,000 and increased the Senior Citizen exemption from \$2,000 to \$3,000. Last year, in presenting the Fiscal Year 2005 Recommended Budget, the impact of Public Act 93-0715 on the growth in the County's equalized assessed valuation resulted in a loss of \$63,880,000 in the adjusted equalized assessed valuation base. For those 20 County funds authorized to levy a property tax, Public Act 93-0715 reduced the County's overall property tax revenues by \$605,180.00. In a typical year, the County's adjusted equalized assessed valuation used to calculate the County's overall property tax rate would increase between 4.5% - 5.0%. For property tax bills due and payable earlier this month, the County Clerk certified extension resulted in a 2.9% growth in the County's adjusted equalized assessed valuation. This decrease is entirely attributable to Public Act 93-0715. For the Fiscal Year 2006 Recommended Budget, the financial impact of the increase in the general homestead exemption and the senior citizen exemption has already been factored into the County's 2005 adjusted equalized assessed valuation base. Therefore, the growth in the County's adjusted equalized assessed valuation is projected to be in the range of 4.5% - 5.0%.

Last September, when preparing the Fiscal Year 2005 Recommended Budget, the State salary reimbursement for the adult and juvenile probation officers was projected to fall below 50% of the actual salary expense. This is one external variable that has not improved in the past twelve months. Once again in Fiscal Year 2006, the salary reimbursement due to the County under Illinois law will fall significantly below the statutory requirement. The Supreme Court has appointed a Task Force on Probation Funding to look at the impact on Illinois counties of the decline in State-funded salary reimbursement for probation officers and to prepare recommendations on how to address this problem in the next State budget cycle. The Task Force is scheduled to submit its Report and Recommendations to the Supreme Court by December 31<sup>st</sup>.

McLean County's loss of manufacturing jobs is reflected in the County's unemployment rate of 4.1%, as reported by the Illinois Department of Employment Security for the month of July. As compared to July, 2004 when the County's unemployment rate stood at 4.5%, the unemployment rate has decreased by 0.4%. When compared to the County's 2003 annual rate of 2.9%, the impact of the loss of manufacturing jobs is evident. The County's exceptionally strong financial services, insurance, retail services and education sectors continue to drive the local economy. The Economic Development Council of Bloomington-Normal McLean County in its "2005 Demographic Profile" reported that Bloomington-Normal for the ninth consecutive year (reported for 1995 - 2003) ranked first in effective buying income for downstate Illinois. In the past 12 months, the Shoppes at College Hills Mall opened and additional new retail stores, including a Meijer's, Home Depot, and a second Schnuck's have been announced. In the retail sector, the County continues to be a magnet for new investment and a regional center for retail trade.

The increasing cost of health insurance for County employees continues to be a significant variable in the County's annual operating budget. Beginning in 1999, the annual percentage increase in the employer's cost of health insurance began increasing at a double-digit percentage rate of growth. In 2004, the annual percentage increase for health insurance was 11.2%. In 2005, the annual percentage increase is projected to be just slightly higher than 10%. To address the increasing costs of health insurance, the County's employee health insurance benefit plan has been modified to offer the employees alternatives, to promote employee wellness, and to encourage the employees to be knowledgeable healthcare consumers when seeking medical care. The actions taken by County government to date have helped to reign in the annual increase in the employer's cost for health insurance. In the Fiscal Year 2006 Recommended Budget, the cost will increase from \$2850.00 per full-time equivalent employee this year to \$3000.00 per full-time equivalent employee in 2006.

Each year, as a part of the Recommended Budget, the limited powers of County government are briefly reviewed as one way to explain the decision-process which the elected officials, appointed department heads and the Administrator's Office face in preparing a balanced budget. County government exists today for many of the same reasons that caused government leaders in the 19<sup>th</sup> Century to establish County governments within the States. McLean County - like every County in Illinois - provides services that are extensions of State government. County government issues certain licenses and vital records and serves as the record-keeper for all manner of legal documents and instruments. County

government prepares the assessment roll on real property that is the basis for calculating, collecting and distributing property taxes to the local taxing districts within the County. One of the most important functions of County government and the single largest programmatic expense within the County's operating budget is the Civil and Criminal Justice System. Dating back to the 19<sup>th</sup> Century and still true today, the County's responsibility for maintaining roads and bridges is critical to the movement of people, goods and services. In order to adequately protect the public's health and welfare, County government provides community health services that include medical and dental clinics, licensing and regulation of food establishments, potable water wells and certain waste treatment systems. In some Counties, County government may operate a Hospital and/or a Nursing Home. In each service area, State government has imposed specific mandates on County government that define the County's responsibilities in these areas. Unlike municipal government that delivers "direct" services to city's residents, many of the services offered by County government are "indirect" general government services that are provided for the benefit of all the citizens, though all of the citizens may not use many of the services provided by County government. As a result, many of the County's programs and services do not lend themselves to a cost accounting study and a fee for service schedule. Therefore, County government remains largely dependent on two primary sources of revenue – the property tax levy and intergovernmental revenues.

Again for the Fiscal Year 2006 Recommended Budget, the Supervisor of Assessments prepared an estimate of the County's equalized assessed valuation for property tax assessment year 2005 – property tax bills that will be due and payable in 2006. The projected equalized assessed valuation of \$3,220,000,000.00 represents an increase of 4.96% over the prior year. For the Fiscal Year 2006 Recommended Budget, the average cropland equalized assessed valuation per acre is projected to decline from \$212 per acre to \$189 per acre, which is a 10.8% decrease over the prior year. As a percentage of the County's total equalized assessed valuation, farmland accounted for 8.7% of the total in tax assessment year 2004. Residential properties accounted for 65% of the County's total equalized assessed valuation. Commercial/industrial properties accounted for 26.4%.

The 10-year historical growth in the County's total equalized assessed valuation – from \$1.65 billion in property tax year 1995 to \$3.22 billion in property tax year 2005 – has allowed County government to levy and appropriate sufficient funds to continue necessary programs and services provided by those County funds authorized to levy a property tax. The



following table illustrates the dollar increase and percentage increase in the County's equalized assessed valuation from 1995 through 2004.

McLEAN COUNTY EQUALIZED ASSESSED VALUATION: PROPERTY TAX YEAR 1995 - 2005

<u>YEAR</u>	<u>EQUALIZED ASSESSED VALUATION</u>	<u>AMOUNT OF INCREASE</u>	<u>% CHANGE</u>
1995	\$ 1,650,280,594.00	\$128,015,845.00	-----
1996	\$ 1,809,201,122.00	\$158,920,528.00	9.63%
1997	\$ 1,949,003,362.00	\$139,802,240.00	7.17%
1998	\$ 2,055,062,536.00	\$106,059,174.00	5.44%
1999	\$ 2,338,722,687.00	\$238,660,151.00	13.80%
2000	\$ 2,475,150,505.00	\$136,427,818.00	5.83%
2001	\$ 2,627,874,419.00	\$152,723,914.00	6.17%
2002	\$ 2,770,325,723.00	\$142,451,304.00	5.76%
2003	\$ 2,914,955,098.00	\$144,629,375.00	5.22%
2004	\$ 3,067,935,130.00	\$152,980,032.00	5.25%
2005 Estimate	\$ 3,220,000,000.00	\$152,064,870.00	
	4.96%		

Like most non-home rule governments in Illinois, the property tax levy remains the County's single largest source of revenue. For 11 of the 20 County funds that are authorized to levy a property tax, statutory maximum tax rates limit the County's ability to increase the property tax levy amount. In those County funds that rely entirely on the property tax levy as their sole source of revenue, the combination of a statutory maximum tax rate plus the projected increase in the County's equalized assessed valuation determines how many dollars can be raised to support County programs and services.

The Resolution Establishing the Budget Policy for Fiscal Year 2006 sets forth the following policy statement on setting the County's total property tax levy and the estimated property tax rate:

“Real property taxes and all other 2006 revenue shall be sufficient to meet the required expenditures for Fiscal Year 2006, with the following recommendation:

When preparing the Recommended Budget for Fiscal Year 2006, the County Administrator shall make every effort to hold the 2005 County overall tax rate as close to the 2004 County overall tax rate as possible.”

In preparing the Fiscal Year 2006 Recommended Budget, the Board's Adopted Budget Policy Resolution is the basis for preparing an estimate of the County's equalized assessed valuation for the 2005 property tax bills due and payable in September, 2006. Illinois law permits the County Board to set the property tax levy in each County fund at any dollar amount that the Board determines is necessary to meet the County's operating expenses in Fiscal Year 2006. However, when the County Clerk's Office computes the property tax extension for each County fund, the statutory maximum tax rate limit that applies in 11 of the funds will ultimately determine how much property tax revenue can be raised.

The Fiscal Year 2006 Recommended Budget assumes a projected increase of 4.96% in the County's equalized assessed valuation. The projected 2005 equalized assessed valuation (the "EAV") is estimated to grow by \$152,064,870.00 to \$3,220,000,000.00. To calculate the adjusted EAV, the County's total EAV is reduced by the sum total of various exemptions approved in State law – for example, the general homestead exemption and senior citizen exemption - and the increases in the assessed value in the County's tax increment financing districts. As noted earlier, the impact of Public Act 93-0715 has been factored into the determination of the 2004 adjusted EAV. Therefore, to estimate the 2005 adjusted EAV, the projected 2005 EAV has been multiplied by a percentage amount equal to the 2004 adjusted EAV divided by the 2004 total EAV. The adjusted 2005 EAV is projected to grow \$137,930,187.00.00 to \$2,920,695,643.00, which is an increase of 4.96% over the prior year.

The proposed 2005 property tax levy for all County funds totals \$27,417,452.00, which is an increase of \$1,294,834.00 or 4.96% over the adopted 2004 property tax levy. For the Fiscal Year 2006 Recommended Budget, the combined overall County property tax rate is projected to total \$0.93873 per \$100.00 of equalized assessed value. The projected property tax rate is exactly the same as the County's 2004 overall tax rate. For the property taxpayer who lives in a home with a fair market value of \$150,000.00, that portion of the property tax bill attributable to McLean County would total \$469.34, which represents no increase over the 2004 property tax bill. For your review and consideration, a Table listing the individual property tax levy for each County fund and the projected property tax rate has been included in the exhibits following the Budget Message.

#### Overview of the Health Department Funds

For the three primary Health Department Special Revenue Funds (Persons with Developmental Disabilities Fund, Tuberculosis Care and Treatment Fund, and Health Department Fund), the property tax levy in each fund continues below the authorized statutory maximum rate. For the twelfth consecutive year, the total annual budget in each Health Department fund has been prepared with a lower property tax rate than in the previous year. Since 1994, the overall property tax rate for these three funds has declined 28%, from \$0.1670 per \$100 of equalized assessed valuation to \$0.12039 per \$100 of equalized assessed valuation.

The Persons with Developmental Disabilities Fund 0110 property tax levy is projected to increase 2.00% with the projected tax rate declining 2.8%. The property tax levy for the Persons with Developmental Disabilities Fund totals \$586,794.00, which represents an increase of \$11,508.00 over the prior year. The Fiscal Year 2006 Recommended Budget for this fund totals \$586,794.00. Of the total dollars budgeted, \$586,507.00 is budgeted for Mental Health Services.

The Tuberculosis Care and Treatment Fund 0111 budget totals \$291,929.00, which represents a 0.95% increase over the Fiscal Year 2005 Adopted Budget. The property tax levy for this fund totals \$287,779.00, which represents an increase of \$2,750.00 over the prior year. Expenditure increases in this year's TB Care and Treatment budget are largely the result of

personnel salary increases, the employer's cost for health insurance and the annual renewal of the contract for services with the Medical Director. The Vaccines/Prescriptions line-item account is slightly reduced due to the present stable condition of two of the patients using second line drugs.

The Fiscal Year 2006 Recommended Budget for the Health Department Fund 0112 totals \$3,678,017.00, which represents a 3.42% increase over the prior year. The proposed property tax levy for the Health Department Fund 0112 totals \$2,642,018.00, which represents an increase of 3.07% over the prior year. In contrast to many of the indirect services that County departments provide, the Health Department delivers "direct services" to many County residents and businesses. By adjusting the non-tax revenue generated through user fees, the Health Department Fund is able to achieve a reduction in the property tax rate. In the Fiscal Year 2006 Recommended Budget, food permit fees are proposed to increase 3%. Under the Private Sewage Disposal Program, a 3% across-the-board fee increase is proposed. Finally, under the Vital Records Fee, the first copy fee is proposed to increase from \$10.00 to \$12.00 and additional copies will increase from \$2.00 to \$4.00 for birth certificates and \$4.00 to \$6.00 for death certificates. The Health Department began gradually enacting fees for services such as food permits, immunizations, septic system permits, walk-in clinic, and the dental clinic in 1985. In 1985, fee revenues totaled \$59,015.00, representing only 3% of the department's total operating budget. In the Fiscal Year 2006 Recommended Budget, fees for services and charges total \$689,354.00. The fees for services and charges now support 24.4% of the Health Fund's overall public health and animal control service budget.

The Recommended Budget includes spending \$810,147.00 for Mental Health contractual services. The portion of the total Health Fund tax rate attributable to Mental Health services is \$0.0277 per \$100 of equalized assessed valuation, which is approximately \$0.0223 below the \$0.05 per \$100 of equalized assessed valuation authorized by referendum in 1989. The Fiscal Year 2006 mental health service grants and contracts are annualized with a 2.0% cost-of-doing business allowance. This funding level will provide grants and contracts for child/adolescent outpatient services, crisis intervention services, and early intervention substance abuse services.

Overview of the Highway Department Funds:

For the County Highway Fund 0120, the Fiscal Year 2006 Recommended Budget totals \$2,878,730.00. This represents an increase of \$259,667.00 or 9.91% higher than the Fiscal Year 2005 Adopted Budget. The property tax levy for the Highway Department is \$2,110,365.00, which represents an increase of \$100,302.00 or 4.99% over the prior year. The proposed tax levy is projected to generate a tax rate equal to \$0.07226 per \$100.00 of equalized assessed valuation. The Capital Outlay Budget for the Highway Fund totals \$962,965.00 and includes \$487,365.00 for the Construction of Roads and Bridges, \$416,500.00 for the Purchase of Machinery and Equipment.

The Highway Department Fund budget includes a 47% increase in the line-item account for the purchase of Gasoline-Oil-Diesel Fuel. The recommended budget amount for the purchase of gasoline-oil-diesel fuel is \$190,000.00. In the Fiscal Year 2005 Adopted Budget, the line-item appropriation for fuel costs was budgeted at \$129,000.00. To date, the Highway Department's expenditures for gasoline-oil-diesel fuel total \$107,832.61, which is 84% of the budgeted amount. Even with the slight decrease in the cost per gallon of gasoline during the past week, it is unlikely that fuel costs per gallon will decrease to a level comparable to the cost per gallon estimate used to prepare the FY'2005 Adopted Budget.

For the Bridge Matching Fund 0121, the Fiscal Year 2006 Recommended Budget totals \$1,864,950.00. This represents an increase of \$368,472.00 or 24.6% over the Fiscal Year 2005 Adopted Budget. The property tax levy for the Bridge Matching Fund has been increased from \$1,381,478.00 to \$1,449,950.00 in Fiscal Year 2006, which is an increase of \$68,472.00 or 4.96%. The Bridge Matching Fund includes an appropriation of \$1,458,736.00 for the Construction of Bridges and Culverts.

For the County Matching Fund 0122, the Fiscal Year 2006 Recommended Budget totals \$1,097,810.00. This represents an increase of \$54,368.00 or 5.21% over the Fiscal Year 2005 Adopted Budget. The property tax levy has been increased to \$1,087,810.00, an increase of \$51,368.00 or 4.96% over the Fiscal Year 2005 Adopted Budget. Of the total Recommended Budget, \$1,058,010.00 has been appropriated for the Construction of Roads and Bridges.

For the County's Motor Fuel Tax Fund 0123, the Fiscal Year 2006 Recommended Budget totals \$3,390,000.00, which is the same amount that was appropriated in this year's Adopted Budget. The Motor Fuel Tax Fund includes \$860,000.00 for Maintenance of Roads and Drainage Structures. In the Capital Outlay category, the Construction of Roads and Bridges line-item is budgeted at \$1,375,362.00.

Overview of the Nursing Home:

The Fiscal Year 2006 Recommended Budget for the Nursing Home totals \$6,270,506.00, which represents an increase of \$331,366.00 or 5.58% over the Fiscal Year 2005 Adopted Budget. The Fiscal Year 2006 Recommended Budget for the Nursing Home was prepared on the basis of an average daily census of 136 residents. The Nursing Home's projected revenue reflects a projected 9.20% increase in Illinois Public Aid reimbursement. In the Fiscal Year 2006 Recommended Budget, Illinois Public Aid reimbursement totals \$2,987,160.00, an increase of \$251,686.00 over the prior year. Private pay revenue is projected to decrease from \$1,911,140.00 this year to \$1,899,095.00 in Fiscal Year 2006. In accordance with the Adopted Budget Policy, the 2006 private pay rate is calculated to be \$121.00 per day.

Overview of the Metro McLean County Centralized Communications Center ("MetCom"):

The Fiscal Year 2006 Recommended Budget for MetCom totals \$2,238,221.00, which reflects a decrease of \$129,186.00 or 5.73% over the Fiscal Year 2005 Adopted Budget. McLean County's share of MetCom's Fiscal Year 2006 budget increases from \$458,520.00 to \$493,265.00, which represents a 7.58% increase. The MetCom budget was prepared in accordance with the terms and conditions of the Intergovernmental Agreement approved by the City of Bloomington, the Town of Normal, the Emergency Telephone Systems Board and the County. During the preparation of MetCom's 2006 budget, the City advised the MetCom Board and ETSB that the City's Emergency Communications Center would not be on-line until July 1, 2006. Therefore, MetCom's Recommended Budget is really two six-month budgets that have been combined to reflect the total operating costs for 2006. Between January 1, 2006 and June 30, 2006, MetCom will continue to receive and dispatch emergency calls for the City. After July 1<sup>st</sup>, assuming that the City's Emergency

Communications Dispatch Center is on-line and licensed by the Illinois Commerce Commission as a primary PSAP, the full-time equivalent staffing level at MetCom will be reduced from 39 full-time equivalent positions to 31 full-time equivalent positions to reflect the volume of calls coming to MetCom and the calls now being routed and handled by the City.

Overview of the General Fund:

The General Fund is the County's primary operating fund. Under generally accepted governmental accounting standards, by definition, the General Fund accounts for all of the County's financial resources for those County offices and departments which are not required to be accounted for in another fund. Once again in Fiscal Year 2006, budget recommendations in the General Fund determine important elements of the County's overall budget. For example, the financial capacity of the General Fund sets the across-the-board increase for all County funds.

The Fiscal Year 2006 Recommended Budget for the General Fund totals \$28,529,893.00, which represents an increase of \$1,778,022.00 or 6.65% over the Fiscal Year 2005 Adopted Budget. The General Fund property tax levy accounts for the largest single revenue source in the Fiscal Year 2006 Recommended Budget. The proposed General Fund property tax levy for property taxes due and payable in September, 2006 is \$7,219,191.00, which represents a 4.53% increase over the prior year tax levy of \$6,906,180.00. The Fiscal Year 2006 Recommended Budget projects a General Fund tax rate of \$0.24717 per \$100.00 of equalized assessed valuation. The statutory maximum tax rate for the General Fund is \$0.25 per \$100.00 of equalized assessed valuation.

The Retailers' Occupation Tax (Sales Tax) is projected to increase from \$5,116,400.00 in the 2005 Adopted Budget to \$5,380,400.00 in Fiscal Year 2006 Recommended Budget. Based on the County Treasurer's Statement of Revenues, Expenditures, and Fund Balance through August 31, 2005, current year Sales Tax revenue is projected to total approximately \$5.4 million by year-end. The Fiscal Year 2006 Recommended Budget projects an increase of 5.15% over the Fiscal Year 2005 Adopted Budget. After experiencing several years of relatively flat growth, year-to-date revenues appear to indicate an upturn in the County's share of sales tax revenues.

McLean County's share of the State Income Tax is projected to increase to \$1,325,850.00 in Fiscal Year 2006. This represents an increase of \$119,950.00 or 9.95% over the fiscal year 2005 adopted budget. State Income Tax dollars are distributed to local governments using a per capita formula from the Local Government Income Tax Distributive Fund. The County Treasurer's Statement of Revenues, Expenditures, and Fund Balance through August 31, 2005, reports that current year State Income Tax revenue totals \$990,625.00. The Illinois Municipal League estimates that the local government share of State Income Tax will increase to \$71.00 per capita.

In the Fiscal Year 2006 Recommended Budget, the Personal Property Replacement Tax Revenue is projected to increase to \$1,115,148.00. This \$200,148.00 increase over the fiscal year 2005 adopted budget is based on the year-to-date revenue received through August 31, 2005 and the Illinois Department of Revenue's estimate of the County's share of Personal Property Replacement Tax dollars. Through August 31, 2005, the Treasurer's Statement of Revenues, Expenditures and Fund Balance reports year-to-date Personal Property Replacement Tax revenues of \$1,062,334.00. The Illinois Department of Revenue is forecasting an increase in the County's share of Personal Property Replacement Tax revenues to \$1.3 million. The State's optimistic projection may be tempered by economic realities and further corporate restructuring in major Illinois-based industries, including insurance and transportation. The IMRF Fund is the only other County Fund where Personal Property Replacement Tax dollars are budgeted.

The single largest non-tax source of revenue in the General Fund is licenses, permits, fees, and fines, accounting for \$5,445,018.00 of total General Fund revenues. In the Fiscal Year 2006 Recommended Budget, the following County offices illustrate the projected revenue to be derived from licenses, permits, fees, and fines.

In the County Recorder's Office, revenue from Recording Fees is projected at \$600,000.00, the same amount approved in the Fiscal Year 2005 Adopted Budget. The Recorder's Office continues to experience a steady volume of recordings for the sale of new and existing homes. However, the surge in refinancings that was sparked by low interest rates has subsided as the Federal Reserve has nudged interest rates up since last September. Year-to-date Recording Fee revenue through August 31, 2005 totals \$398,736.00, which is 66.5% of the budgeted amount. Sale of Revenue Stamps is projected at \$375,000.00 in Fiscal Year 2006, which is the same amount budgeted in the Fiscal Year 2005 Adopted



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September 20, 2005  
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Budget. Year-to-date Sales of Revenue Stamps revenue through August 31, 2005, totals \$297,637.00, which is equal to 79.4% of the budgeted amount. Total revenue in the Recorder's Office increases 2% from \$1,005,000.00 to \$1,026,000.00.

In the County Treasurer's Office, Interest earned on Investments is projected to increase from \$568,000.00 this year to \$655,000.00 in Fiscal Year 2006. The Treasurer's Monthly Investment Report reflects the increase in investment rates available on certificate of deposits and money market accounts. The actions of the Federal Reserve Bank have increased the return on investments that the County Treasurer is able to realize from investing County funds.

In the County Clerk's Office, revenues in the category of Licenses, Permits, Fees, and Fines are projected to increase 8.07% from the Fiscal Year 2005 Adopted Budget. This increase reflects the change in the fee being charged for copies of birth and death certificates. As noted earlier, the Health Department and the County Clerk's Office are increasing the fee for the first copy and additional copies of vital records. In the category of Intergovernmental Revenues, the County Clerk's Office expects to receive \$346,500.00 in reimbursement from the State Board of Elections. This projected reimbursement reflects payment for election judge reimbursement in the two elections scheduled in 2006. This reimbursement also includes \$330,000.00 for the purchase of handicap-accessible voting machines for every precinct. In accordance with the federal Help America Vote Act (the "HAVA"), beginning in 2006, every precinct is to have at least one handicap-accessible voting machine. The State Board of Elections has advised the County Clerk that federal funds received by the State Board of Elections will reimburse the County for 100% of the cost of purchasing the handicap-accessible voting machines. This reimbursement is offset by a corresponding expenditure in the County Clerk's budget for the purchase of the handicap-accessible voting machines.

In the Circuit Clerk's Office, total revenue in all categories is projected to increase from \$3,111,943.00 to \$3,204,224.00, an increase of 2.96% over the Fiscal Year 2005 Adopted Budget. Year-to-date revenues in the Circuit Clerk's Office are tracking at 68.2% of budget through August 31st.

The Building and Zoning Department fee revenues are projected to increase 35.8% in Fiscal Year 2006. This increase is attributable to the building permit fees for the proposed Wind Farm that is to be constructed in eastern McLean County. The Fiscal Year 2006 Recommended Budget projects that building permit fee revenues will increase from \$54,800.00 this year to \$87,000.00 in 2006.

Included as new revenue in the General Fund in Fiscal Year 2006 is \$125,000.00 in Landfill Host Fees. This amount is one-half of the total Landfill Host Fees projected to be received next year. The other half of the Landfill Host Fees is budgeted in the Solid Waste Management Fund 0159 to cover the annual operating expenses of the Solid Waste Management Program.

The State of Illinois Fiscal Year 2006 Adopted Budget maintains the 2005 funding levels for the salary reimbursement for the grant-in-aid and monthly subsidy Probation Officers in the Court Services Department. Because of the shortfall in the amount budgeted for salary reimbursement, last year, the Illinois General Assembly authorized the appropriation and transfer of Adult Probation fees to the General Fund to offset the anticipated loss of State reimbursement. With the approval of the Chief Judge of the Eleventh Circuit Court, the Fiscal Year 2006 Recommended Budget for the Court Services Department includes a transfer of \$300,000.00 in Adult Probation fees to cover the shortfall in salary reimbursement from the State of Illinois. State law requires that County government can only spend Adult Probation fee revenue that has been collected and deposited in this Special Revenue Fund. State law prohibits the County from budgeting revenues that are anticipated to be received during the coming year. This statutory requirement provides assurance to the County Board that the amount of the transfer will be available in Fiscal Year 2006. However, the annual income generated from Adult Probation fees is not sufficient to budget this amount of revenue on a continuing basis in future years. Within the next two years, it is very likely that the balance available for transfer from the Adult Probation Fee fund will be exhausted.

As noted earlier, the Illinois Supreme Court and the Administrative Office of the Illinois Courts have appointed a Special Task Force on Probation Funding to look at the impact on Illinois counties of the decline in State-funded salary

reimbursement for probation officers and to prepare recommendations on how to address this problem in the next State budget cycle. The Task Force is scheduled to submit its Report and Recommendations to the Supreme Court by December 31<sup>st</sup>. At one of the Task Force meetings, the members discussed the importance of fully funding probation officer salary reimbursement in the context of "public safety" and reducing recidivism among offenders. Hopefully, the work of this Task Force will identify alternatives and opportunities for funding the salary reimbursement due from the State for adult and juvenile probation officers.

In the General Fund, the Elected Officials and Appointed Department Heads requested 11.80 full-time equivalent new positions. The Justice Committee and the County Board have previously expressed their strong support for the County funding "alternatives to jail." At the August 29<sup>th</sup> Justice Committee meeting, Chief Judge Beth Robb, Eleventh Judicial Circuit Court, Bill Yoder, State's Attorney, Amy Davis, Public Defender, and Roxanne Castleman, Director of Court Services, described the efforts currently underway and the remaining steps to be taken in order to establish and, hopefully, secure federal grant funds for a Drug Court in McLean County. All of the Justice offices expressed their commitment, support and enthusiasm for moving forward with a Drug Court. The Chief Judge and the State's Attorney asked the Justice Committee to consider approving County funding for the Drug Court as a way of showing local support. To further the efforts of the Justice offices to establish a Drug Court, the Fiscal Year 2006 Recommended Budget includes the following 3-25 new full-time equivalent positions:

Department 0020 – State's Attorney's Office

0.75 FTE Assistant State's Attorney I  
0.75 FTE Office Support Specialist I

Department 0021 – Public Defender's Office

0.75 FTE Assistant Public Defender II  
1.00 FTE Legal Assistant I

The State's Attorney's Office and the Public Defender's Office requested new positions to work in the high volume courtrooms. The Circuit Court supports the addition of new positions in these courtrooms in an effort to more efficiently manage the heavy volume of cases. During the budget meetings with the State's Attorney and the Public Defender, each one stated that, in order to allocate appropriate staff resources to the Drug Court, both offices would need relief in the high volume courtrooms.

Department 0022 -- Court Services Department

1.00 FTE Probation Officer II -- Drug Court Coordinator

To demonstrate local financial commitment to a Drug Court and to assist all of the Justice offices with the preparation of the Drug Court federal grant funding application, a new Probation Officer II position has been added in the Fiscal Year 2006 Recommended Budget. This position can be cited in the application as evidence of strong local support and a local commitment of funds to coordinate and oversee this significant new program. The position of Drug Court Coordinator is a key staff resource throughout the preparation and review of the grant application. Once the Drug Court is established, this position is the central coordinating point for the County's Justice offices, the treatment providers and the offender.

Department 0029 -- Sheriff's Department

1.00 FTE Deputy Sheriff

During the current fiscal year, the Board approved a contract with the Bloomington-Normal Airport Authority to authorize the Sheriff's Department to staff the Airport Security Screening post with a Deputy Sheriff. The full cost for this initial position is funded by the federal Transportation Security Agency. In the Fiscal Year 2006 Recommended Budget, a second full-time Deputy Sheriff position has been added to provide additional staffing at the Airport Security Screening post. This position will be funded 100% by the federal Transportation Security Agency.

During the last two budget cycles, previously budgeted positions were eliminated in order to balance the General Fund budget. In the Fiscal Year 2006 Recommended Budget, the following previously budgeted positions are restored:

Department 0015 – Circuit Clerk's Office

0.60 FTE Office Support Specialist I

Department 0016 – Circuit Court

0.40 FTE Circuit Court Secretary

For your information and review, a table listing the recommended new and restored positions with the itemized salary and benefit expense is included after the Budget Message.

The Fiscal Year 2006 General Fund Recommended Budget includes the following one-time extraordinary expenses:

Purchase of the HAVA Handicap-accessible voting machines -	\$330,000.00
County Share: Geographic Information System (GIS) 5-year Flyover of County -	\$165,000.00
(Note: An additional \$20,000.00 has been budgeted in the County Highway Fund 0120)	
One Storage Area Network Device for Information Services -	\$ 50,000.00
One IBM RS/6000 Server for the E*Justice System -	\$ 66,000.00
New Furniture and Equipment for Expanded Offices in the Law and Justice Center -	<u>\$ 85,000.00</u>
Total:	\$696,000.00

If you subtract these one-time expenses from the Fiscal Year 2006 Recommended Budget total, then the percentage increase over the Fiscal Year 2005 Adopted Budget is 4%.

Personnel Costs:

McLean County government is well-served by dedicated, hard-working employees who strive on a daily basis to provide the best service to the citizens. The Budget Policy Resolution states that employee salaries shall be budgeted in accordance with the County's Personnel Policies and Procedures Ordinance. The Resolution also states that employees' salaries shall be budgeted consistent with the principles of equity vis-à-vis the approved contract increases provided to employees covered by collective bargaining agreements, the general impact of inflation, and employee morale. In accordance with the Budget Policy, the Fiscal Year 2006 Recommended Budget includes an across the board increase of 2.5% for all County employees, other than the Elected Officials and those employees covered by collective bargaining agreements.

The County's Illinois Municipal Retirement Fund (the "IMRF") employer contribution rate for regular employees will increase from 6.50% this year to 8.58% in Fiscal Year 2006. The Sheriff's Law Enforcement Personnel IMRF employer contribution rate will increase from 17.26% to 19.01% in Fiscal Year 2006. These increases reflect the decrease in earnings on investment experienced by IMRF during the past four years.

Five Year Capital Improvement Budget: Fiscal Year 2006 – Fiscal Year 2010:

Along with the Fiscal Year 2006 Recommended Budget, the Five-Year Capital Improvement Program for Fiscal Year 2006 through Fiscal Year 2010 is presented for your review and consideration. The Five-Year Plan includes improvements and renovations to County facilities and buildings. The Highway Department's Five-Year Capital Improvement Program for the County's roads, bridges, and highways are also included in this Plan.

The Honorable Chairman and Members of the McLean County Board  
September 20, 2005  
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The preparation of the Fiscal Year 2006 Recommended Budget requires the cooperation and assistance of all of the Elected Officials and Appointed Department Heads. I wish to again thank the Elected Officials and Department Heads for their continued cooperation during the many weeks of budget preparation and review.

I would like to thank Terry Lindberg for his valuable assistance and counsel during the preparation of the Recommended Budget. I would also like to thank Craig Nelson for his technical assistance with the PowerPoint presentation. I want to acknowledge and thank Mr. James Malic, a summer intern from Illinois Wesleyan, and Mr. Lucas Hellmer, an intern from Illinois State University, who worked on many of the tasks required to complete the Recommended Budget. I would also like to thank Don Newby and his crew for their efforts to see that the Recommended Budget books are properly collated and bound.

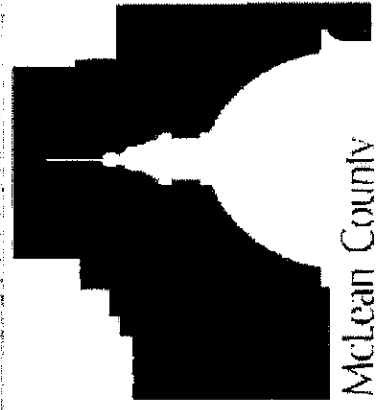
Mr. Chairman and Members of the McLean County Board, I am pleased to present the Fiscal Year 2006 Recommended Budget to you for your consideration and review. I respectfully request that the Recommended Budget, the Five-Year Capital Improvement Budget, and the 2005 Combined Property Tax Levy be referred to the appropriate Oversight Committees for review and that the Fiscal Year 2006 Recommended Budget be laid on the table for public review and comment.

Respectfully submitted,

John M. Zeunik  
County Administrator

# **Fiscal Year 2006**

## **Recommended Budget**





# **Introduction**

- ◆ **Fiscal Year 2006 Recommended Budget –  
Prepared in accordance with the  
Budget Policy Resolution  
adopted May 17, 2005**
- ◆ **Balanced within each Fund using revenues  
projected to be available during FY 2006**

# **2003-2005 Budgets**

- ◆ **Statewide economic slowdown**
- ◆ **Public Act 93-0715**
- ◆ **Reduction in State Salary Reimbursement**
- ◆ **Health Insurance Cost Increases**

## **State Intergovernmental Revenue**

- ◆ **Sales Tax – 2005 Revenue 3.5% over budget**
- ◆ **State Income Tax – 82% of budget as of 08/31/05**
- ◆ **Personal Property Replacement Tax – 116% of budget as of 08/31/05**

## **Public Act 93-0715**

- **Homestead Exemption increased from \$3500 to \$5000 - loss of \$56,583,000**
- **Senior Exemption increased from \$2000 to \$3000 – valuation loss of \$7,297,000**
- **2005 property tax loss of \$605,180**

## **State Salary Reimbursement**

- **2005 projected at less than 50% of actual salary expense**
- **No increase in State Fiscal Year 2006 salary reimbursement over State fiscal Year 2005**
- **Supreme Court Task Force on Probation Funding – Report due December 2005**

# **Economic Outlook**

- **2005 unemployment rate improved slightly over 2004**
- **Manufacturing sector remains down significantly from 2003**
- **Strong retail, financial services/insurance & education sectors**

# Health Care Costs

## ◆ Employer Health Insurance Costs

- ◆ FY 2006 - \$3000 per FTE - 5.26% Increase
- ◆ FY 2005 - \$2850 per FTE - 1.78% Increase
- ◆ FY 2004 - \$2800 per FTE - 9.80% Increase
- ◆ FY 2003 - \$2550 per FTE - 10.87% Increase
- ◆ FY 2002 - \$2300 per FTE - 9.52% Increase
- ◆ FY 2001 - \$2100 per FTE -

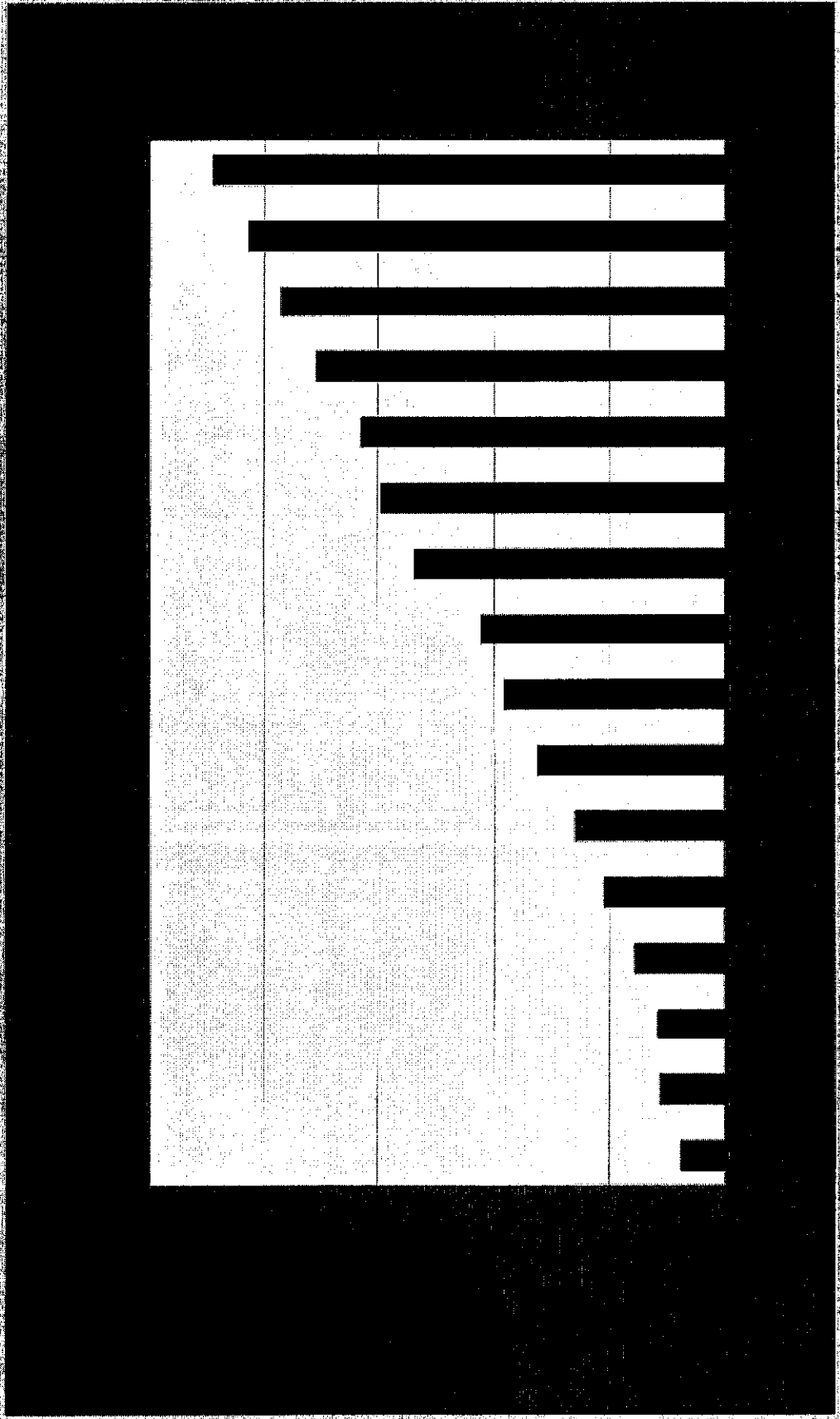
# **County Government - Agent of the State**

- ◆ **Record Keeping**
- ◆ **Property Taxes**
- ◆ **Justice System**
- ◆ **Transportation**
- ◆ **Public Health & Welfare**



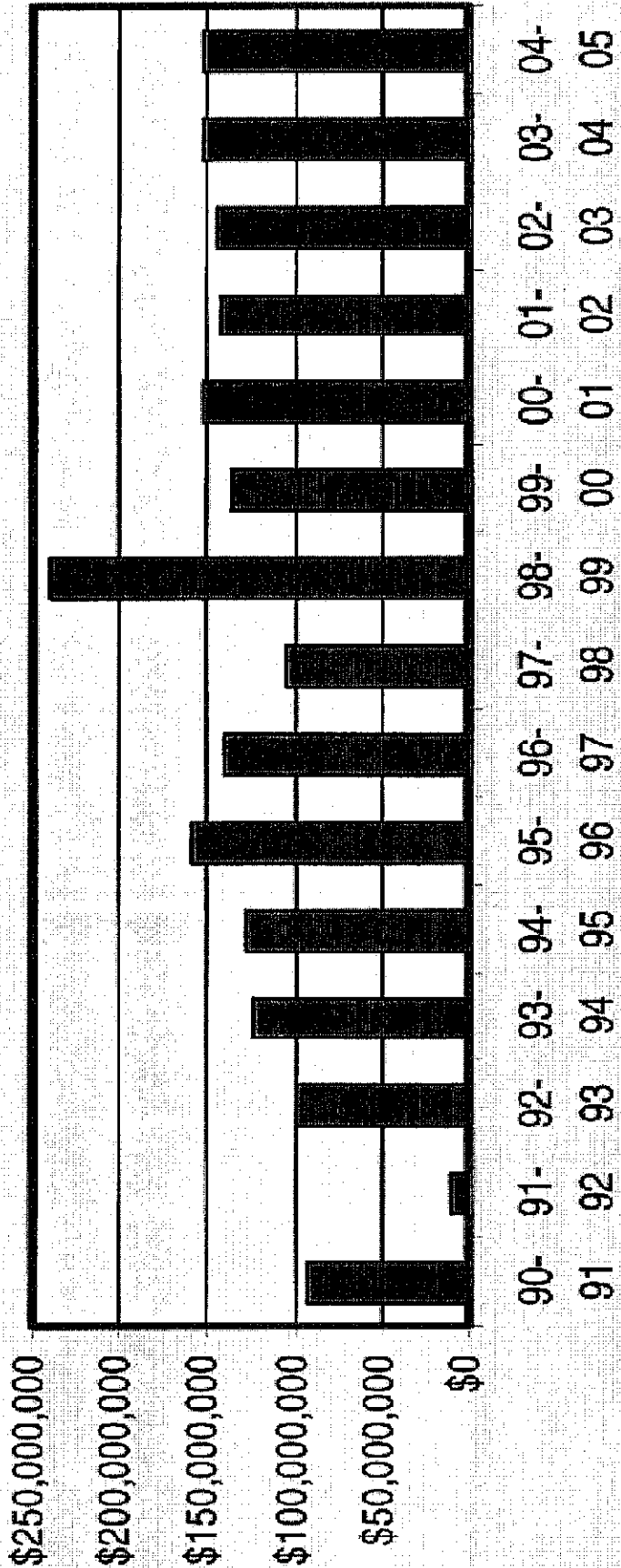
# Equalized Assessed Value:

**\$3,220,000,000**



# Annual EAV Increase:

**\$152,064,870 4.96%**

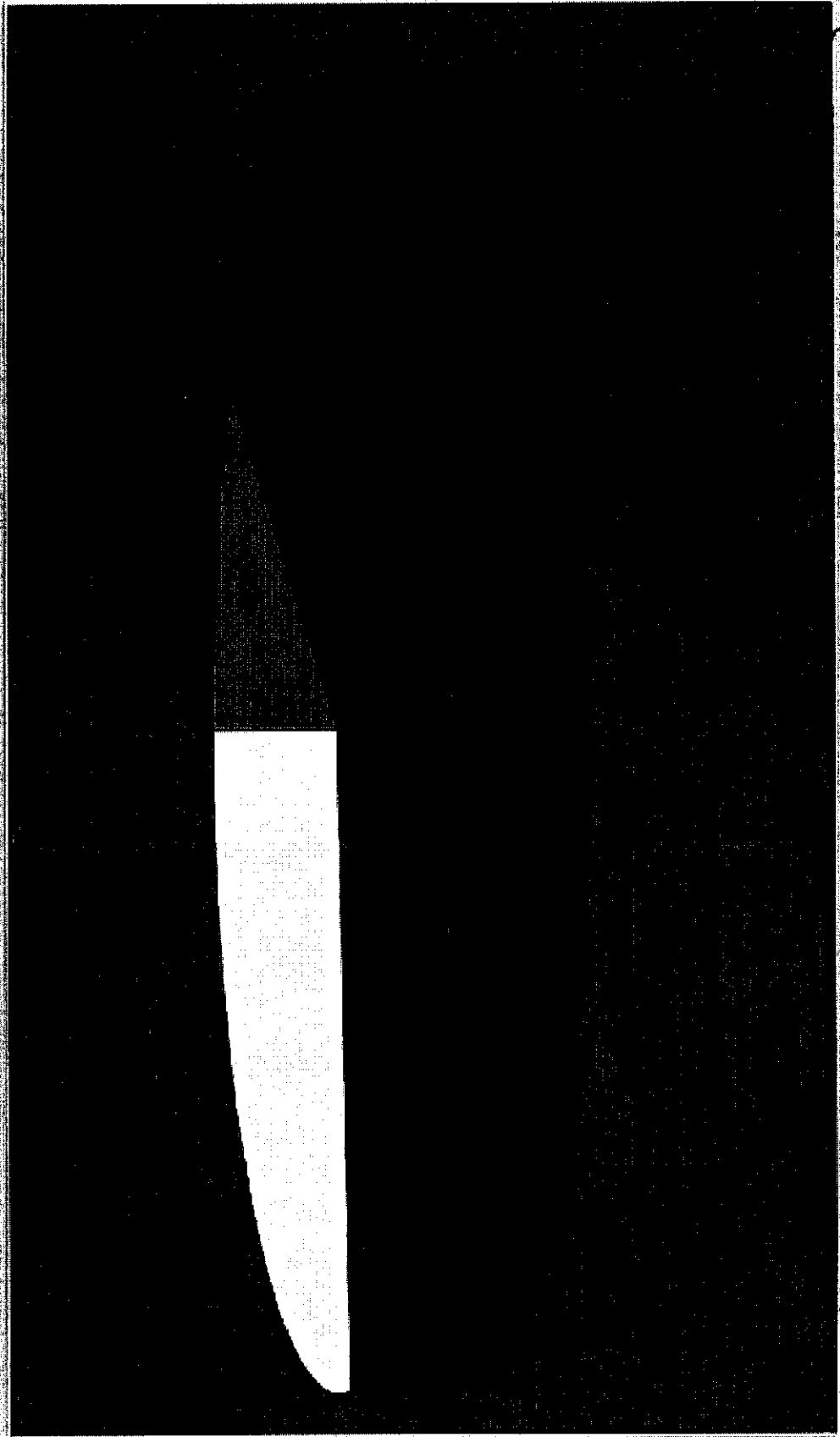


## **Farmland Assessed Value**

- **2002 – 10.0% decrease**
- **2003 – 10.0% decrease**
- **2004 – 10.0% decrease**
- **2005 - 10.8% decrease**

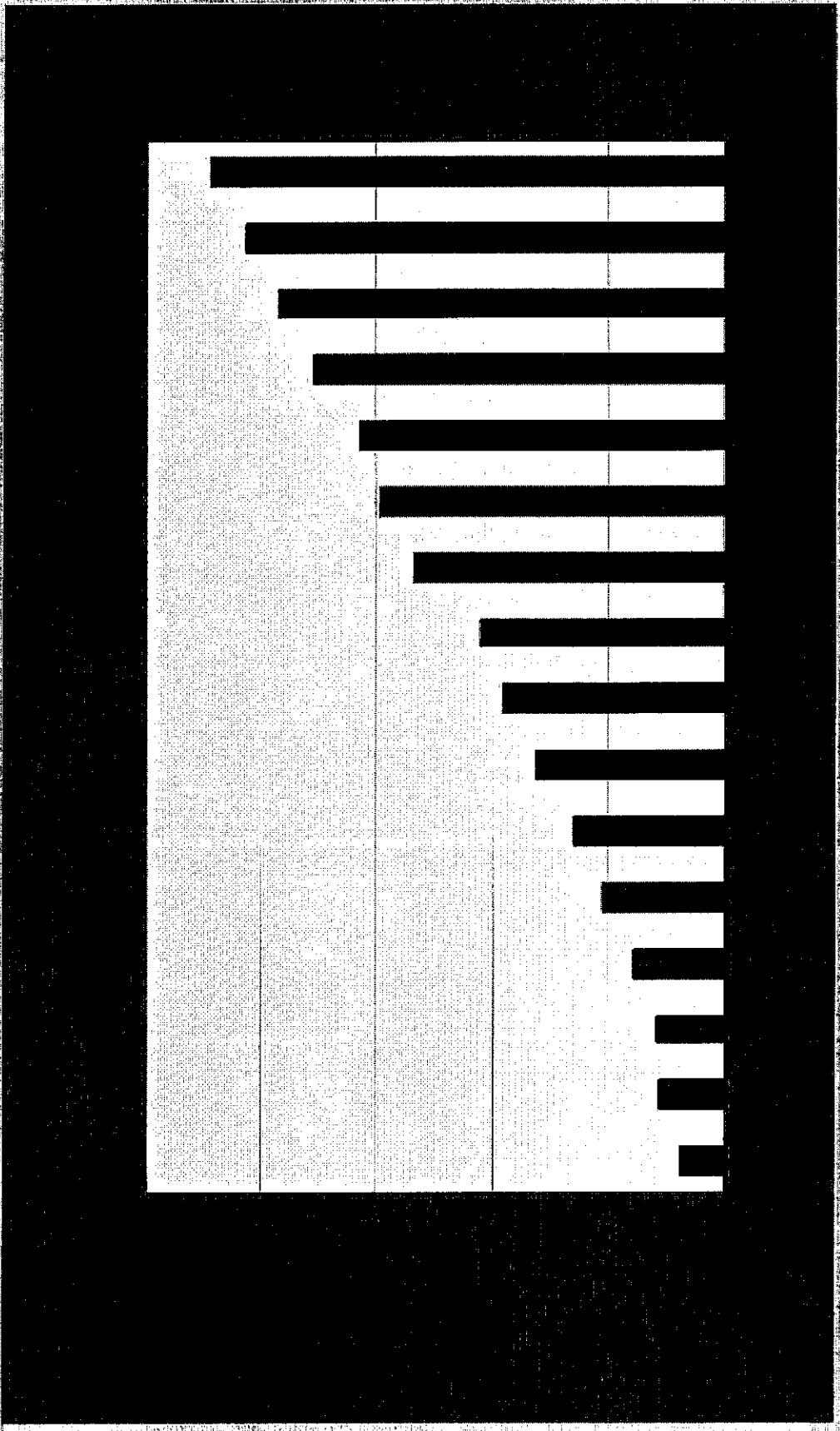
**EAV per acre declines from \$212/acre to  
\$189/acre**

# Equalized Assessed Valuation



# Equalized Assessed Value:

**\$3,220,000,000**



# Budget Policy

**‘Hold the 2005 County overall tax rate as close to the 2004 County overall tax rate as possible.’**

- ◆ **2005 County overall tax rate -- \$0.93873**
- ◆ **2004 County overall tax rate -- \$0.93873**

# 2005 Property Tax Levy

- ◆ Total All Funds: \$27,417,452
- ◆ \$1,294,834 Increase over 2004 Levy
  
- ◆ Projected 2005 Tax Rate: \$0.93873
- ◆ 2004 Tax Rate: \$0.93873
  
- ◆ \$150,000 Fair Market Value Home
- ◆ 2005 County Property Tax: \$469.34
- ◆ 2004 County Property Tax: \$469.34

# Health Department Funds

- ◆ All 3 Health Department tax levies below statutory maximums
- ◆ Lower rates for 12 consecutive years
- ◆ 1994 overall Health Department tax rate: \$0.16700
- ◆ 2005 overall Health Department tax rate: \$0.12039
- ◆ 28% overall rate decrease

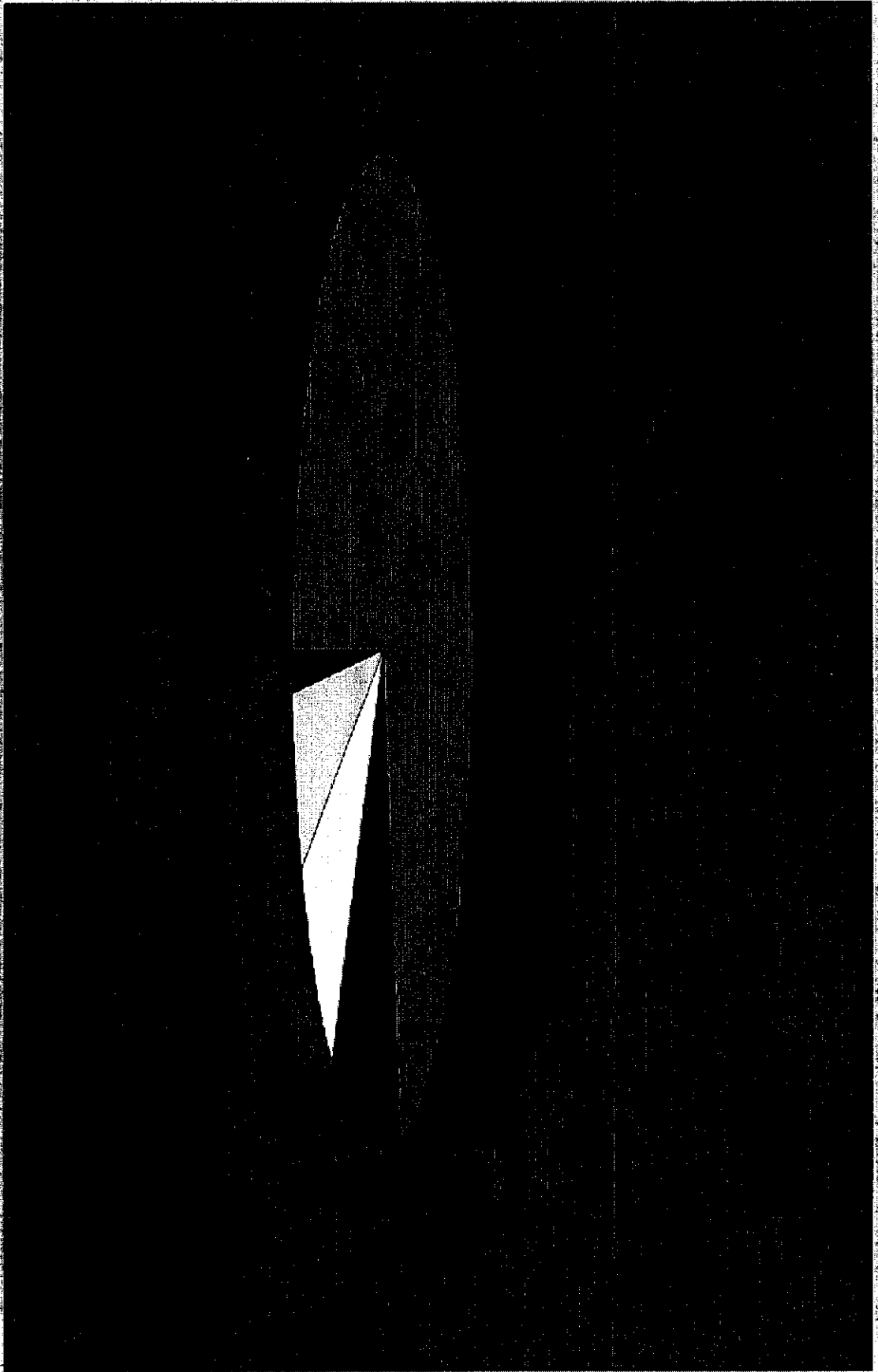


# Health Funds

- ◆ **Developmental Disabilities Fund**
  - ◆ **FY 2006 Property Tax Levy: \$586,794**
  - ◆ **Mental Health Services: \$586,507**
- ◆ **Tuberculosis Care & Treatment Fund**
  - ◆ **FY 2006 Property Tax Levy: \$287,779**

**2006 Health Fund Revenue**

**\$3,678,017**



# 2006 Health Fund Expenses

\$3,678,017

Contractual  
\$1,295,406

Capital  
\$15,780

Supplies  
\$150,461

Benefits  
\$1,637,412

Salaries  
\$2,081,861

# Health Department Fees

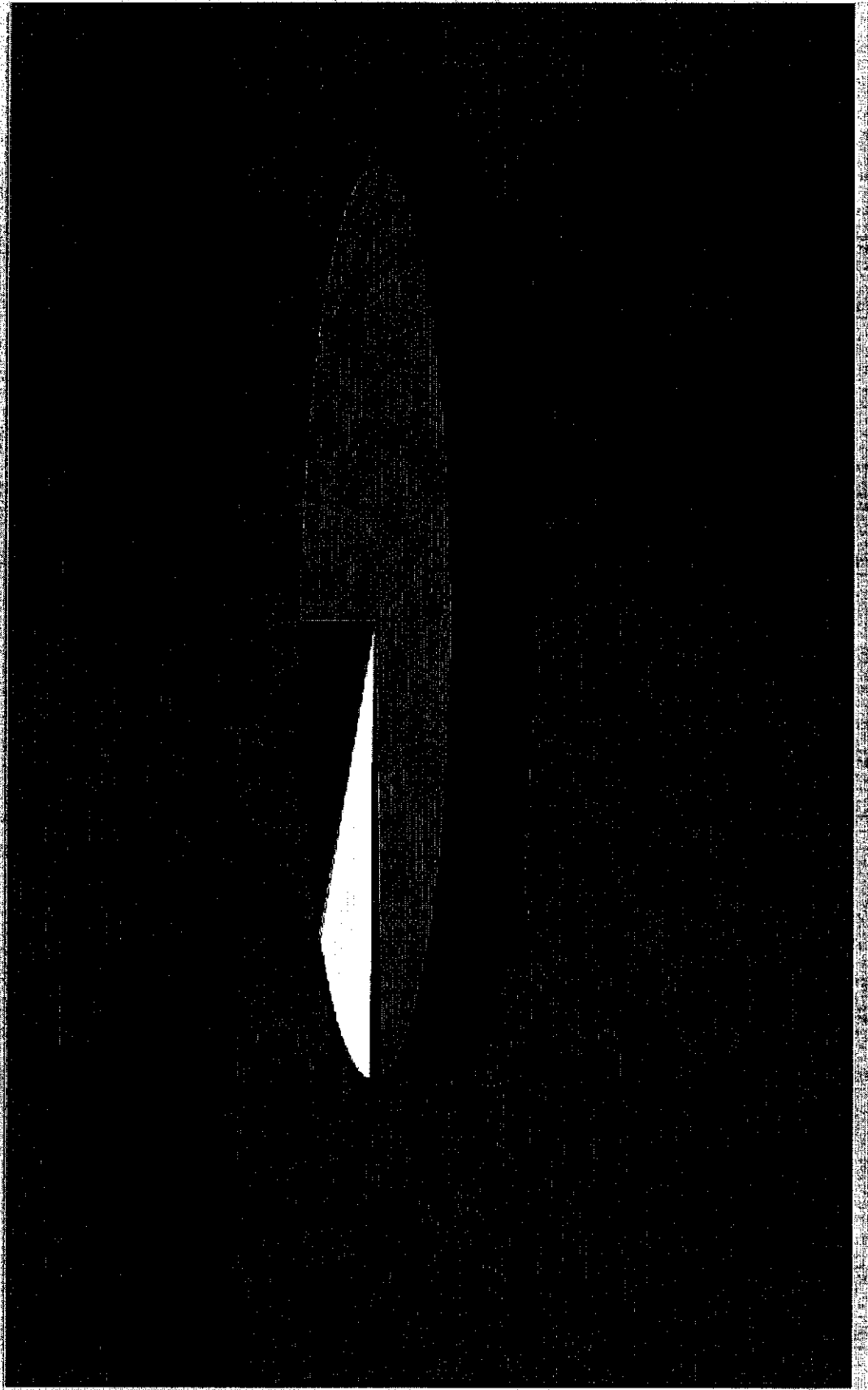
- ◆ Food permit fees -- 3% increase
- ◆ Sewage disposal fees -- 3% increase
- ◆ Birth/Death Certificates -- \$2 increase
- ◆ 1985 Fees \$59,015 -- 3% of total budget
- ◆ 2006 Fees \$689,354 -- 24.4% of total budget

# **Mental Health Services**

- ◆ **Mental health services: \$810,147**
- ◆ **44.6% under cap**
- ◆ **2.0% price increase**

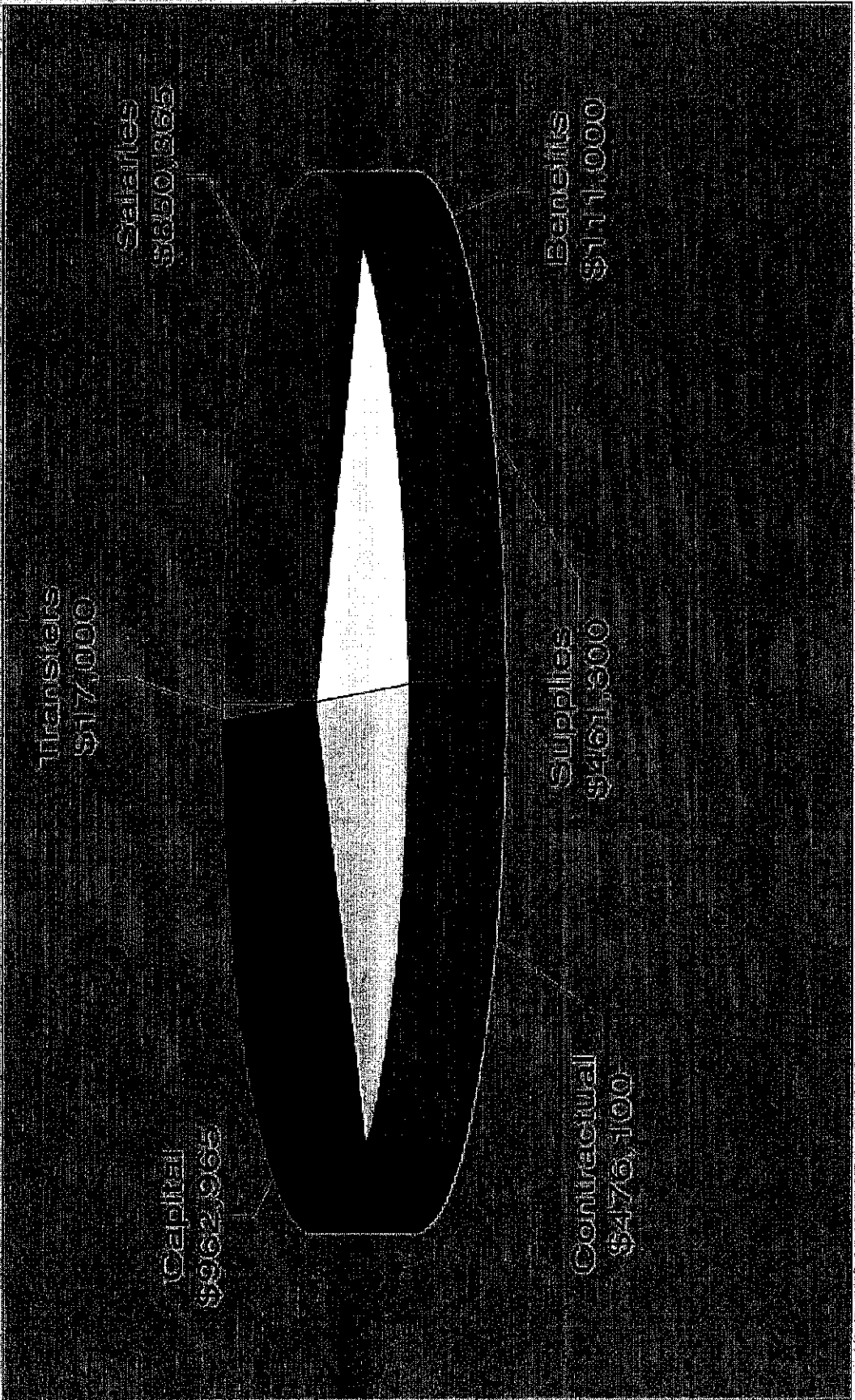
# 2006 Highway Fund Revenue

\$ 2,878,730



# 2006 Highway Fund Expenses

## \$2,878,730



# Bridge Matching Fund

- ◆ FY 2006 Property Tax Levy: \$1,449,950
- ◆ 4.96% Increase over FY 2005
- ◆ Construction of Bridges & Culverts:  
\$1,458,736



# **County Matching Fund**

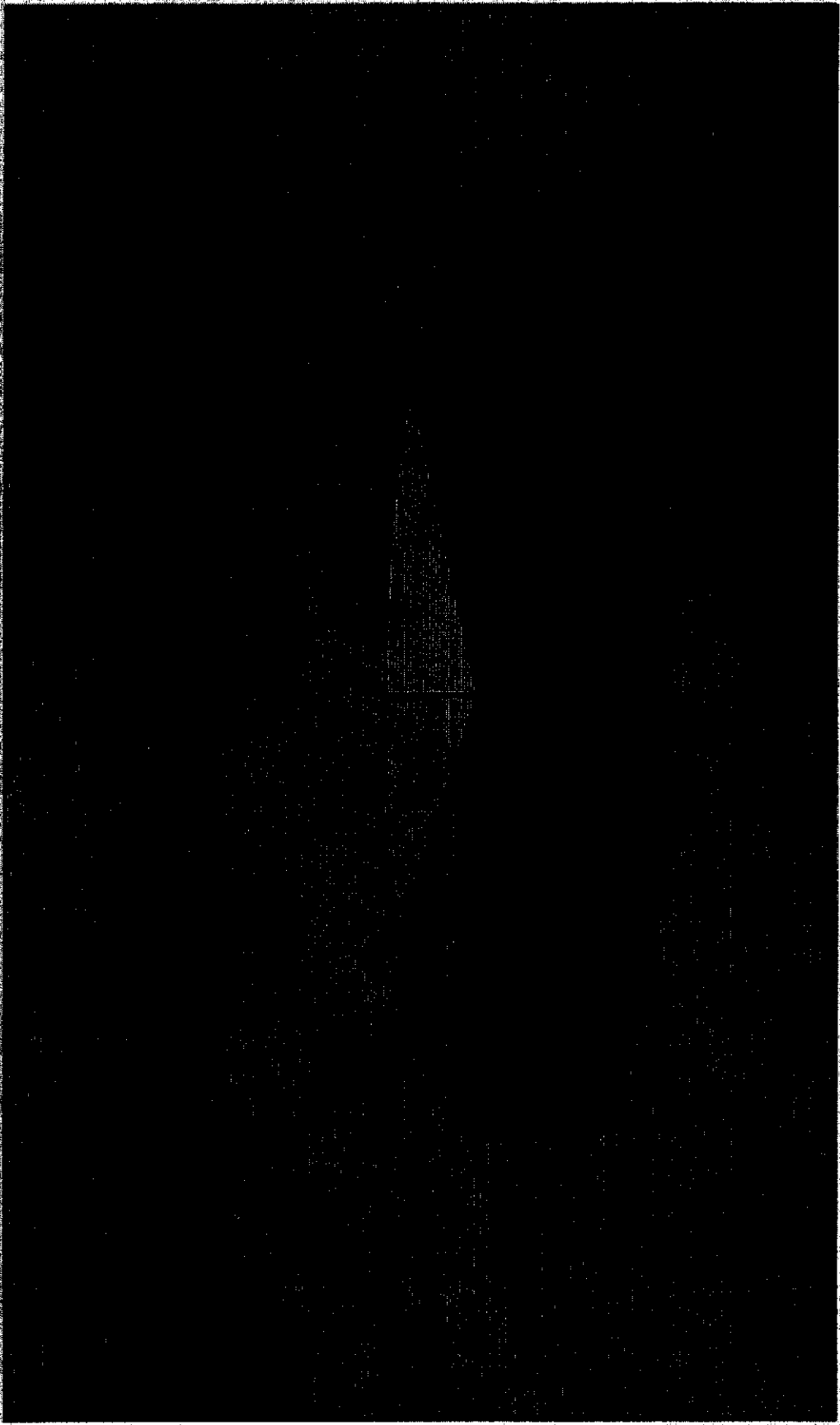
- ◆ **FY 2006 Property Tax Levy: \$1,097,810**
- ◆ **4.96% Increase over FY 2005**
- ◆ **Construction of Roads & Bridges:  
\$1,058,010**

## **Motor Fuel Tax Fund**

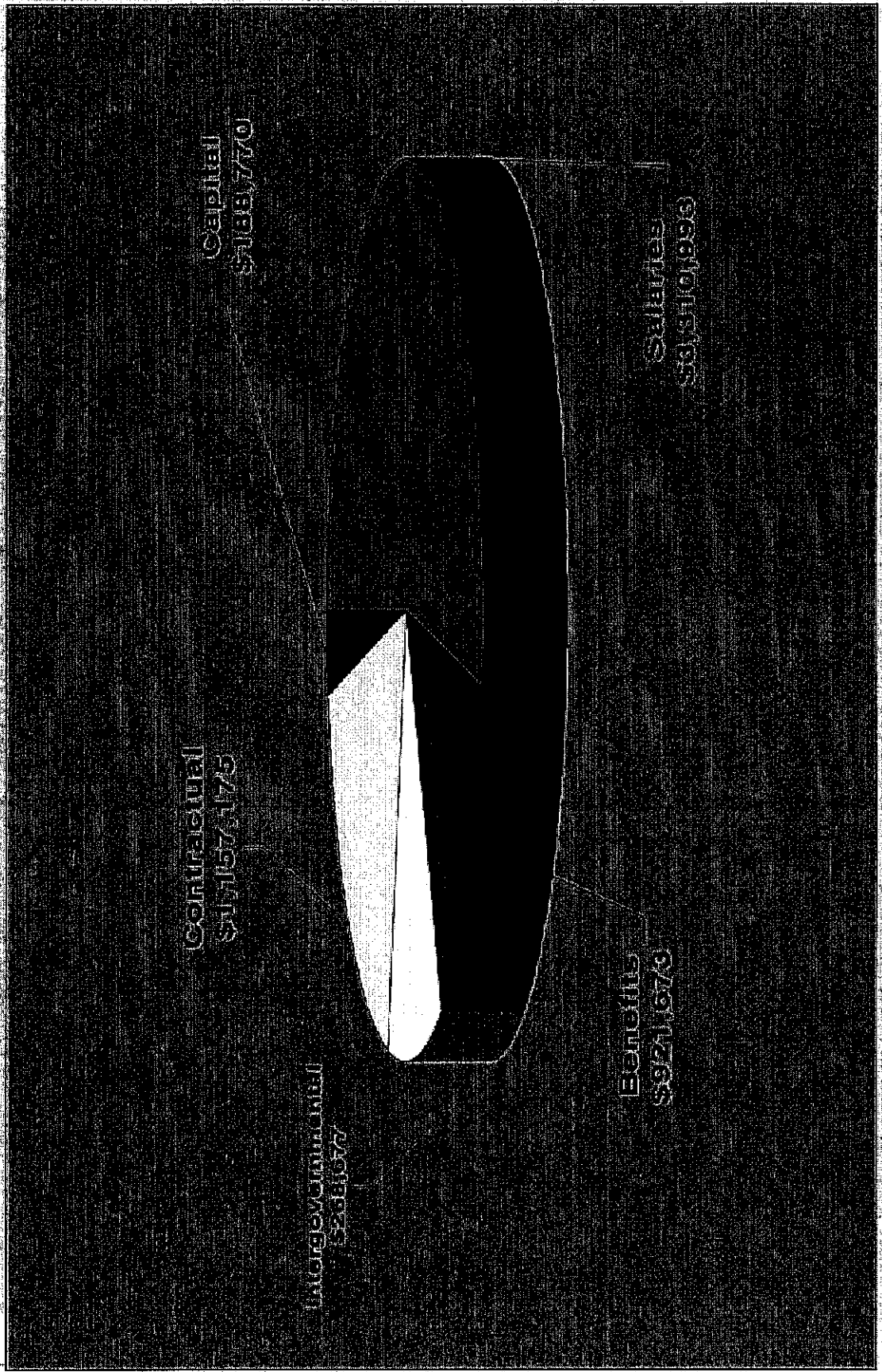
- ◆ **FY 2006 Motor Fuel Tax Revenues: \$3,390,000**
- ◆ **Same funding as FY 2005**
- ◆ **Maintain Roads/Drainage Structures: \$860,000**
- ◆ **Construction Roads & Bridges: \$1,375,362**

**2006 Nursing Home Revenue**

**\$6,270,506**



# 2006 Nursing Home Fund Expenses \$6,270,506

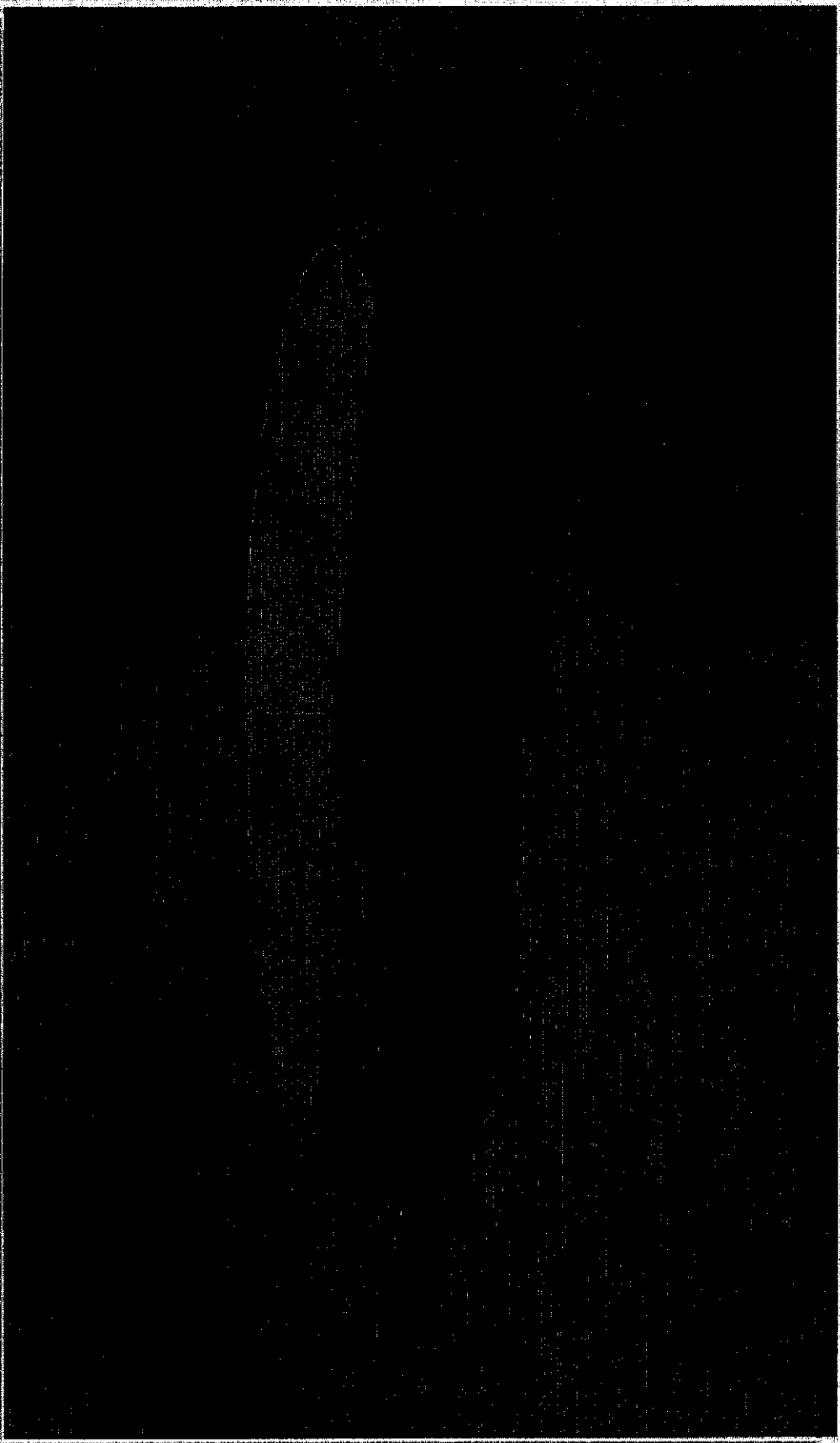


# MetCom Budget

- ◆ **FY 2005 total budget: \$2,381,850**
- ◆ **FY 2006 total budget: \$2,238,221**
- ◆ **5.73% decrease**
  
- ◆ **FY 2005 County share: \$458,520**
- ◆ **FY 2006 County share: \$493,265**
- ◆ **7.58% increase**

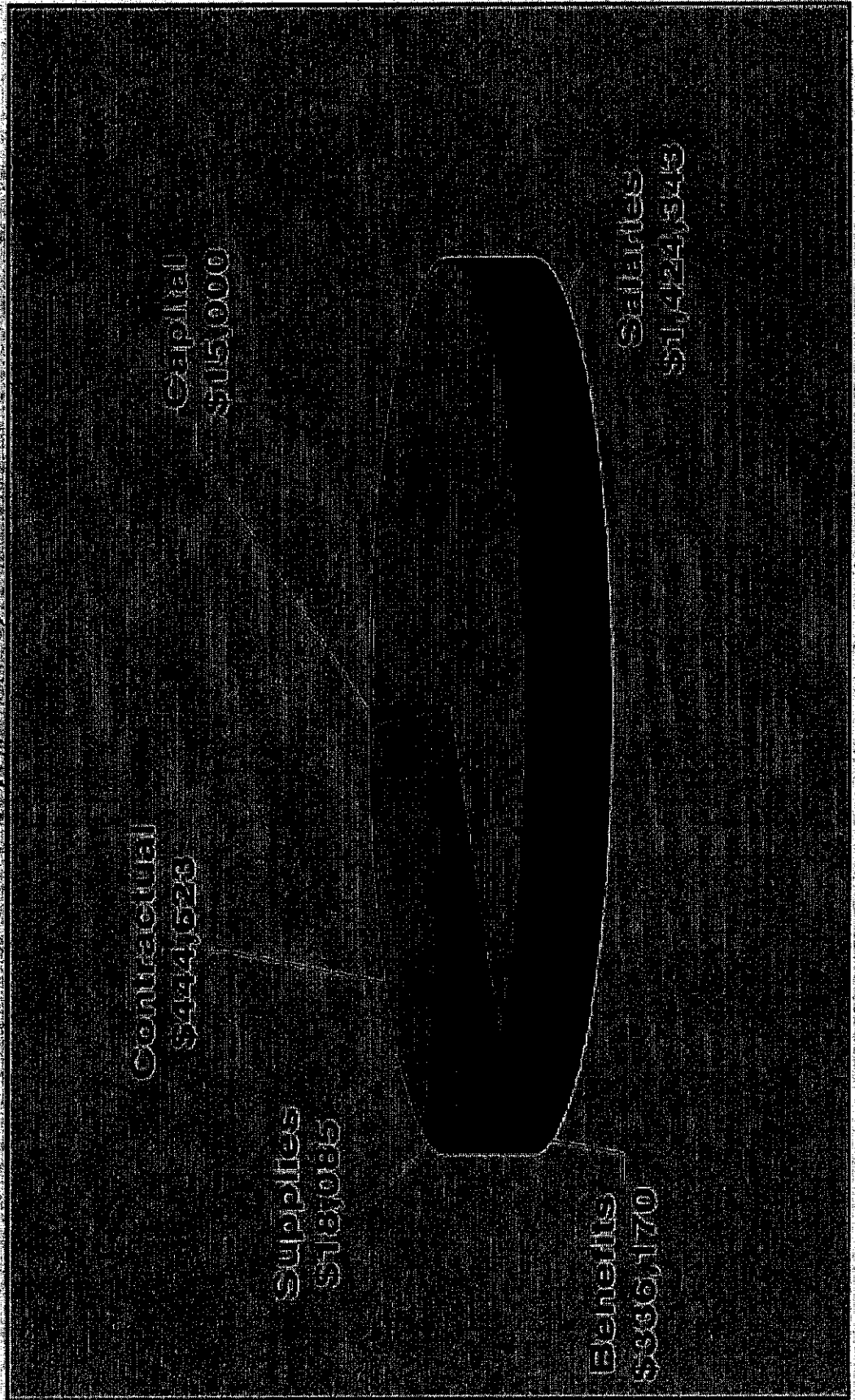
**2006 MetCom Revenue**

**\$2,238,221**



# 2006 MetCom Expenses

\$2,238,221



# MetCom FY 2006 Staffing

◆ Jan-June 2006	◆ July-Dec 2006
◆ Supervisors: 5	◆ Supervisors: 3
◆ Dispatchers: 30	◆ Dispatchers: 24
◆ Other: 4	◆ Others: 4
Total FTE: 39	Total FTE: 31

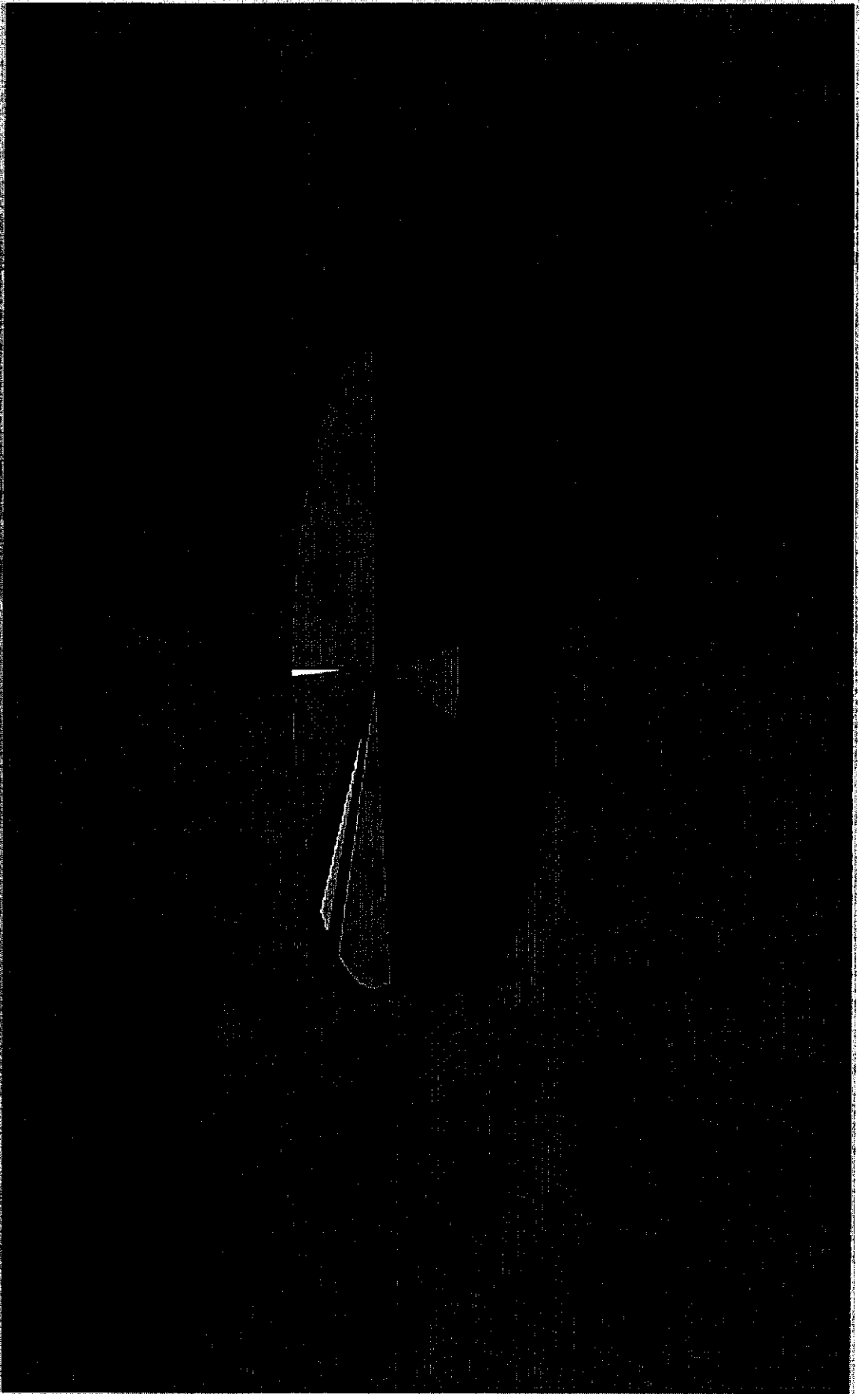


# General Fund

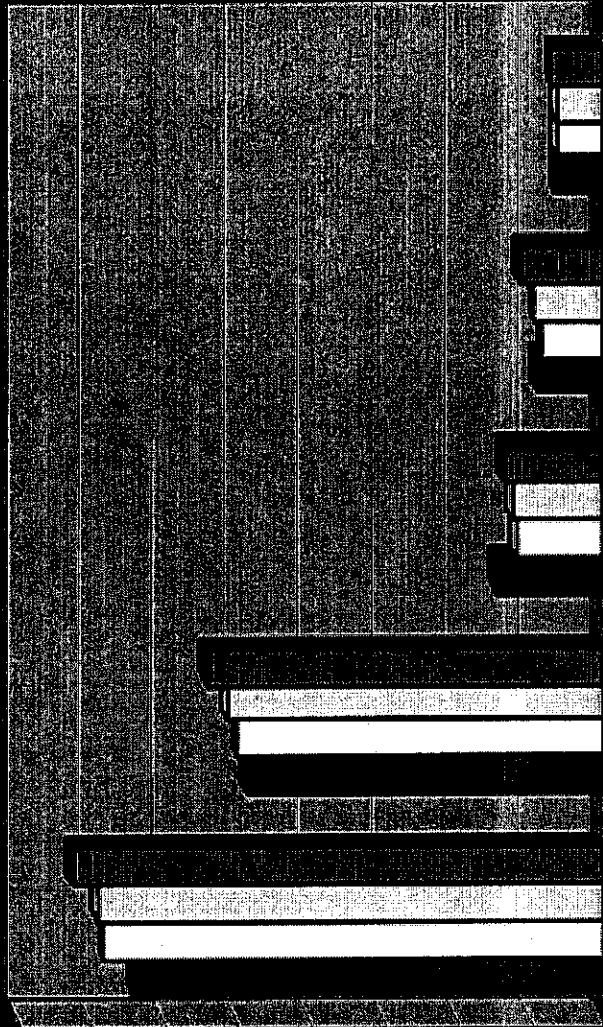
- ◆ **FY 2006 Recommended Budget**  
**\$28,529,893**
- ◆ FY 2005 Adopted Budget - \$26,751,871
- ◆ FY 2004 Adopted Budget - \$26,431,375
- ◆ FY 2003 Adopted Budget - \$25,048,589
- ◆ FY 2002 Adopted Budget - \$24,591,793
- ◆ FY 2001 Adopted Budget - \$23,817,592
- ◆ FY 2000 Adopted Budget - \$22,663,605
  
- ◆ **Increase of \$1,778,022 = 6.65% increase over  
FY 2005 Adopted Budget**

# 2006 General Fund Revenue

\$28,529,893



# Major Sources of Revenue

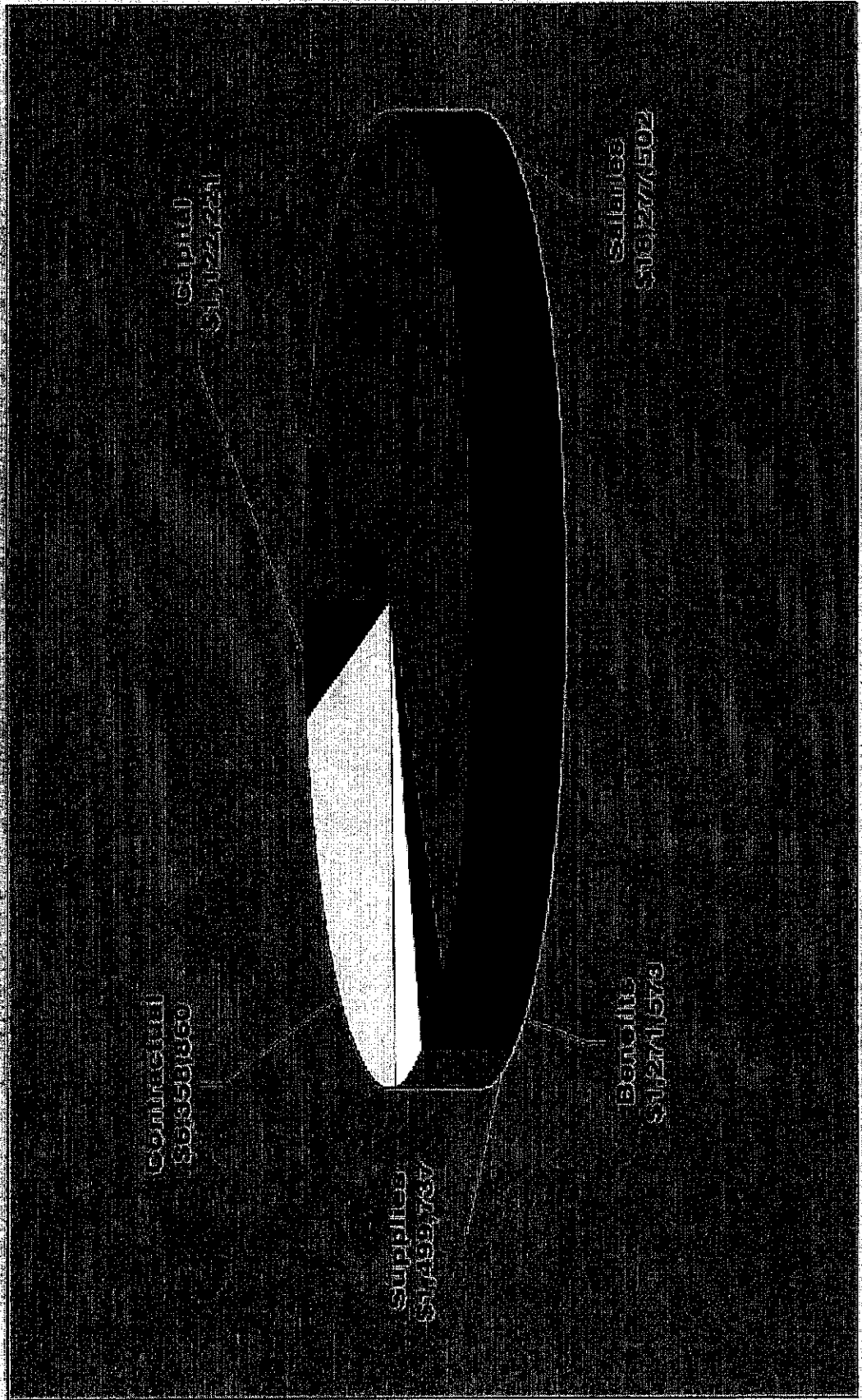


# Licenses, Permits, Fees & Fines

Department	FY 2005	FY 2006
Recorder	\$1,005,000	\$1,026,000
County Clerk	\$187,101	\$202,195
Circuit Clerk	\$3,111,943	\$3,204,224
Building & Zoning	\$54,800	\$87,000
Landfill Host Fees	N/A	\$125,000

# 2006 General Fund Expenses

\$28,529,893



# **New Positions – Justice**

- ◆ **State's Attorney**
- ◆ **0.75 FTE ASA I**
- ◆ **0.75 FTE Office Support Specialist I**
  
- ◆ **Public Defender**
- ◆ **0.75 FTE APD II**
- ◆ **1.00 FTE Legal Asst. I**
  
- ◆ **Court Services**
- ◆ **1.00 FTE Probation Officer II/Drug Court**
  
- ◆ **Sheriff**
- ◆ **1.00 FTE Deputy Sheriff (Airport Security)**

# Restored Positions

- ◆ Circuit Clerk
- ◆ 0.80 FTE Office Support Specialist I
- ◆ Circuit Court
- ◆ 0.40 FTE Circuit Court Secretary

# One-time Expenses

◆ HAVA Voting Machines.....	\$330,000
◆ GIS 5 Year Flyover.....	\$165,000
◆ Storage Area Network Device.....	\$ 50,000
◆ IBM Criminal Justice Server.....	\$ 66,000
◆ Furniture & Equipment- L&J.....	<u>\$ 85,000</u>
Total.....	\$696,000



# Personnel Costs

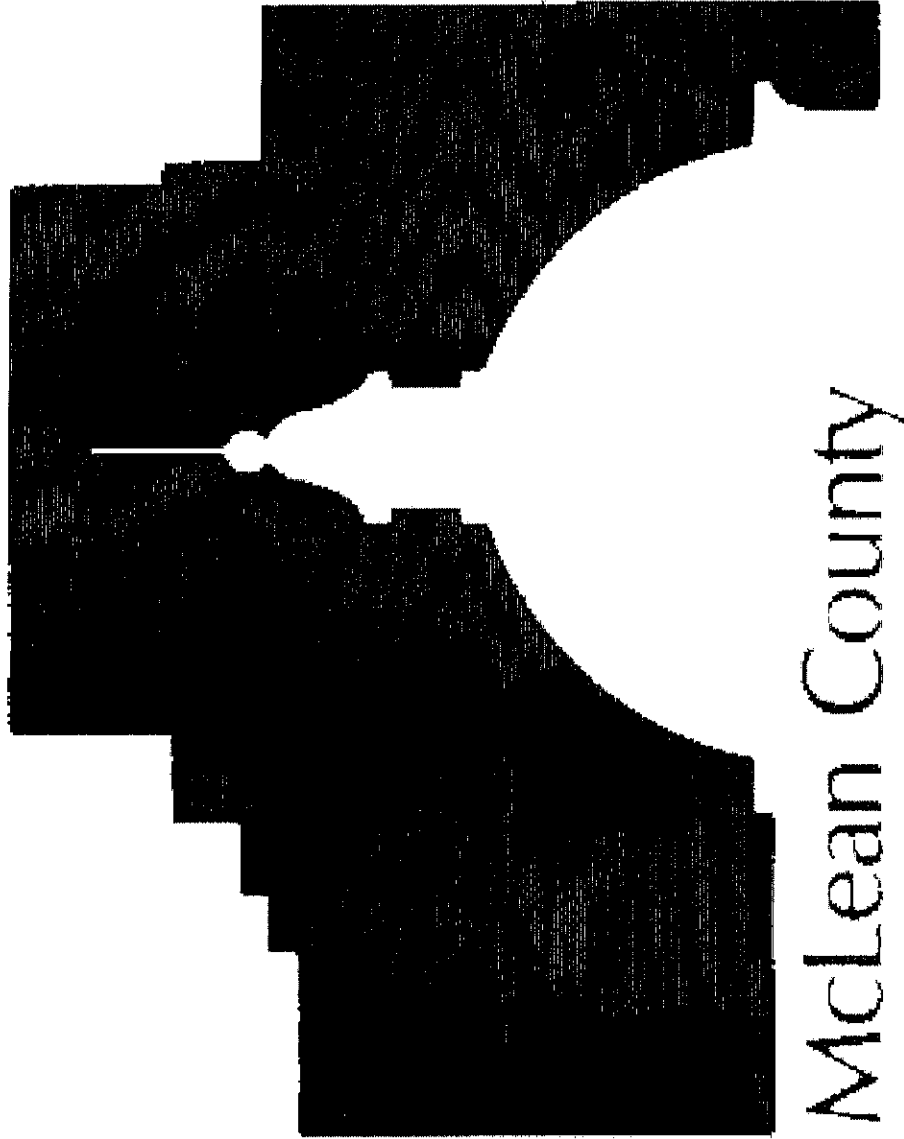
- ◆ **2.5 % Across the Board Pay Increase**
- ◆ **Retirement Costs**
  - **2006 IMRF 8.58% / SLEP 19.01%**
  - **2005 IMRF 6.50% / SLEP 17.26%**
  - **2004 IMRF 6.34% / SLEP 15.72%**

## **5 Year Capital Improvement Budget**

- ◆ **Fiscal Year 2006-2010**
- ◆ **County Facilities & Buildings**
  - ◆ **County Offices**
  - ◆ **Comlara Park**
  - ◆ **McLean County Nursing Home**
- ◆ **County Roads, Bridges & Highways**

# **FY 2006 Recommended Budget & 5 Year Capital Budget**

- ◆ **Refer to the appropriate County Board Oversight Committee for review and recommendation**
- ◆ **Laid on the table for public review and comment**



# McLean County

Members Sorensen/Rackauskas moved the County Board approve the Budget as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. The 2006 Approved Budget is on file in the County Clerk's Office for review.

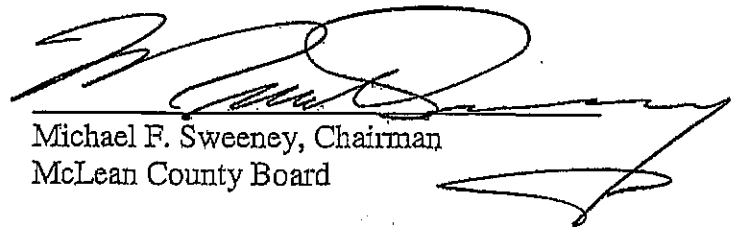
The McLean County Auditor presented the following and recommends same for payment:

**MCLEAN COUNTY BOARD COMPOSITE**

September 20, 2005

2005 Budget Expenditures

<b>COMMITTEE</b>	<b>PENDING EXPENDITURES</b>	<b>PRE-PAID EXPENDITURES</b>	<b>TOTAL EXPENDITURES</b>
Executive		\$388,644.97	\$388,644.97
Finance		\$858,521.95	\$858,521.95
Human Services		\$360,379.98	\$360,379.98
Justice	\$690.90	\$1,687,138.74	\$1,687,829.64
Land Use		\$36,375.67	\$36,375.67
Property		\$314,361.74	\$314,361.74
Transportation		\$1,244,104.19	\$1,244,104.19
Health Board		\$462,435.87	\$462,435.87
T.B. Clinic		\$19,135.58	\$19,135.58
Disability Board		\$47,890.02	\$47,890.02
<b>Total</b>	<b>\$690.90</b>	<b>\$5,418,988.71</b>	<b>\$5,419,679.61</b>



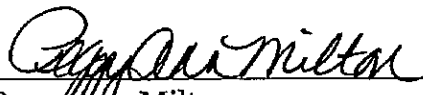
Michael F. Sweeney, Chairman  
McLean County Board

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

Members Owens/Gordon moved for adjournment until Tuesday, October 18, 2005 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 10:25 a.m.

\_\_\_\_\_  
Michael Sweeney  
County Board Chairman

  
\_\_\_\_\_  
Peggy Ann Milton  
County Board Clerk

STATE OF ILLINOIS     )  
                                  ) ss.  
COUNTY OF McLEAN    )

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 20th day of September, 2005, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 5th day of October, 2005.

  
\_\_\_\_\_  
Peggy Ann Milton  
McLean County Clerk