

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

April 21, 2009

*Subject to approval at  
May 19, 2009  
County Board Meeting*



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**April 21, 2009**

The McLean County Board met on Tuesday, April 21, 2009 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Matt Sorensen presiding.

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

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

**The following Members were absent:**

John Butler and Stan Hoselton.

## **Appearance of Members of the Public and County Employees:**

Mr. Donald E. Meyer, County Extension Director, McLean County presented the following:

Mr. Donald E. Meyer stated: We appreciate the opportunity, with Extension, to present a few minutes of information about our program. You have been a funder of our organization for a number of years and we'll talk about that in the program. I'd like to call upon Bob Bishop to come up and assist me, we also have some council members who are distributing literature for us, our annual report, and we promise it's a canned program so it won't be me drudging on with a lot of slides, it's about a 10 or 11 minute program narrated by Trisha Brade-Terry.

Mr. Bob Bishop stated: I'll just introduce myself my name is Bob Bishop, I'm an Extension Council Member. Also retired school teacher, also a Master Gardener. Do you have your gardens in yet? We have some folks who passed out this information here; I'll let them introduce themselves.

Lynn Ash stated: My name is Lynn Ash; I represent the Master Gardeners on the Extension Council.

Mr. Bob Bishop stated: It was suggested, we meet typically with three delegates from the County Board in August of each year to review our past budget and propose our future tax levy. And it was suggested the last couple of years that we take a few minutes of your time and share a little bit about the Extension Program so the only time you are seeing us is not when we're looking for levy approval but to share the program and what we do here for the citizens of McLean County. We have a shared similar audience serving all corners of McLean County. We appreciate Bob Nuckolls, Diane Bostic, and Rick Dean were our three County Board Members the last few years and we look forward to the group this August meeting with us again.

(The following is a transcription of the PowerPoint presentation.)

University of Illinois Extension continues to meet local needs right here in McLean County. Extension is commonly referred to as the best kept secret in McLean County. We think the secret is out. Extension means a many things to a variety of audiences, please allow us a few minutes to share with you a few of our secrets.

We educate McLean County residents of all ages from expectant mothers all the way through retirement. In addition to research based answers to local needs, we have a long history of creating and nurturing community partnerships, bringing local groups to the same table to not duplicate resources, and to solve local problems. Extension serves our County citizens with programs available to all income levels. Extension education may be in large rooms at the Interstate Center or it can be a one on one response to one person's questions.

For over 90 years Extension has enlisted and trained volunteers to extend our programming with minimal staffing. Extension classes and workshops reach children and adults. Extension problem solving is done from the most remote rural farm to the urban subdivisions of Bloomington-Normal. Most importantly, all over, McLean County Extension is helping citizens build communities.

Today much discussion centers on service learning, Extension has done that throughout its history. Built on University foundations, Extension continues to convey research based education. Today more than ever we're helping to sort out research proven truths from those urban legends in this information age.

Extension develops young and even not so young leaders through its programming. Extension continues to engage youth through a variety of opportunities. You may choose the long version of our mission statement or the short version, but regardless, Extension helps people solve problems and help themselves.

Our programs sometimes are branded in other ways. McLean County residents may not realize that behind them all is the eye mark of University of Illinois Extension. From 4-H in its nearly 100 year history, serving community clubs, school enrichment, and after school audiences with the Home and Community Education Association Membership, to after school kids at Unity Center in Normal, to the highly successful Compact Program Partnership, and our newest volunteer success, the Master Gardeners, all of these are here because of the involvement and funding structure of Extension.

Many times we're asked "Why are you called University of Illinois Extension?" or "Why is the University of Illinois here when we have so many other fine colleges and universities?" Well the answer goes all of the way back to the days of President Lincoln and the Land Grant University system put in place in the 1860s to help solve problems with research. Extension followed the Land Grant Development in 1914 to better connect the people who needed the research, to the research base of the University.

We began as a part of the Farm Bureau and Home Bureaus, but for over 50 years we've been serving the public, not just those of member organizations. We still enjoy a great relationship with our Farm Bureau and HCE here but we're separate entities, we currently continue to rent space and offer programs in the Farm Bureau building.

Our McLean County Board financial support began here in the mid 1960s and it's continued ever sense. Federal funding was stripped from County Extension programs in the 1990s. With that came an ever increasing challenge of funding our local presence with existing County partners along with State matching funds. Back in 2001, along with more than 80 other counties, who had already done so across Illinois, we asked our citizens to create a specific levy in the County Board budget to continue the successful Extension Program here in McLean County. In April 2001 McLean County citizens voted yes to that extension levy with a 62 percent majority. That levy allowed up to a nickel of funding. Since the levy was created, our needs have been met with about a penny and one half of that levy used. That reduced level of local taxes has worked since we have had matching dollars from the State of Illinois. In recent years, though, the State support has been more challenging. With the State matched funds, nearly every local dollar granted to Extension is eligible for a State matching dollar. So as a result, we're brining back about \$500,000 into our County to help people solve problems.

At present, our Extension education is done through four program areas. Let's look at a few examples of what those programs are:

Agricultural and Natural Resourcing programming includes education for 1,500 farm operators and pesticide training programs for farmers as well as professionals in lawn care, landscapers, and the public. In addition we serve the nearly 3,000 farmland owners in the County and network with agribusiness to sustain our strong agricultural base. McLean County produces more corn than any other county in the nation. And it is the second place County in soy bean production nationally.

Besides farm related education, we also teach thousands of residents annually through our

Master Gardener and Horticulture programs. We offer workshops and solve problems with trees, lawns, and with insects and garden center pest control businesses, as well as individuals. Our Family Consumer and Nutrition programs have been a mainstay for years. From improved nutrition of all ages through USDA pyramid education and workshops related to food safety, we also have an initiative under way to serve limited resource audiences in the County. Our family related programs continue to help with education and raising children, elder care, and balancing work and family obligations. Our consumer programming has increased to assist in debt management, retirement planning, and consumer credit through a coalition of consumer groups, banks, churches, and the money smart week partners to assist with current financial challenges.

Our youth programming remains a premier program. Community Club 4-H is the largest of its kind in Illinois. Nearly 1,200 4-Hers, lead by volunteers, are conducting service learning, experiencing leadership activities, and learning valuable life skills. Our County Fair with 11,000 entries annually is the largest 4-H County Fair in the Nation. Our 4-H programs include after school locations, with not only traditional locations, but we've also added a special program site in North Normal called the Unity Center. The results of that initiative are recognized by the schools with making difference in the lives of at risk youth. Thousands of youth experience hands-on learning with our school enrichment program and our teachers are utilizing the training and kits we offer to enhance that learning opportunity. Chick-it-out, a three week embryology study reaches nearly every third grade classroom in the County. Nearly 500 volunteers assist with our youth programs, and that includes volunteers in clubs, at the Unity Center, with County Fair, and with our 4-H alumni organization.

Our Community and Economic Development programs encompass general community building educational programs. We've brought expertise to small towns and groups in finding grants, community improvement, and strategic planning. Issue education is offered monthly by teleconference for Township Officials, County Board Members, and other Elected Officials. Our marquee program is our community partnership with the McLean County Community Compact. Where for 15 years we've offered work for preparation programs such as the sixth grade business partnership and job shadowing to schools in the County. Improved business and school awareness with the principal for a day program and offered leadership development to school aged youth. And competition opportunities in the Worldwide Youth Science Engineering, we also call it WYSE competition, for County schools. In addition to local Extension staff, our County has access to area educators for specific programs and topics such as these listed here, and they can bring University of Illinois campus expertise to our County residents. In most cases the only cost for this expertise is in reimbursement for travel to our County.

Why has extension been so successful? Most of us feel Extension is successful because it isn't a top down approach to citizens. Citizens are involved in grass roots planning and our program is guided by a 20 member volunteer group called the Extension Council. This Council and its many subcommittees helps to lead local needs assessment, program planning, finding funding needed for the program, and evaluating the impact of the program. Local needs are used to guide research at the University level and the research based answers are returned to the citizens. As we mentioned earlier Extension reaches thousands through minimal local staff. Much of the education is done through local citizen volunteering involvement. In most years over 12,000 hours are invested by nearly 1,200 citizens from groups like these listed here.

Most local funding now comes from the County Extension levy approved back in 2001. However you can see that we still receive grants from many local groups here are percentages from the most recent fiscal year. Cost recovery fees are growing as more of our local programs have

a fee built into them for audiences. In addition, in 2009, our per member 4-H fee was raised from \$2 to \$10 per member, to ease the tax burdens.

We've spent a lot of time on these many facts and figures, so let's just take a look at some of those same pictures you saw earlier as a sample of our Extension programs in action this past year.

If you haven't been to our website, please check it out. We're currently serving people through that site as well, as we have nearly 50,000 documented hits each month. Here's our contact information and location. We hope you can help us continue to share the secret about how Extension assists the citizens of McLean County. Above all, thank you for your interest and support, after all Extension belongs to you too.

Mr. Bob Bishop stated: With that we thank you for the opportunity. We'd be happy to answer any questions. I do want to introduce a few of my co-workers who came this morning as well, Emily Freese, if you'd stand; Emily works in the Community Economic Development area. Sandy McGhee works in the 4-H Youth Development area with our Youth Program. And Sharon Becker is involved with the Ag and Natural Resources, specifically with the Horticultural Master Gardener's. Just a sample of the staff members are at our office, the rest of them are out doing programs probably today as well. So, if there are any questions, Chairman Sorensen, I'd be happy to entertain them but I've taken plenty of your time and we appreciate this opportunity.

Member Nuckolls stated: I'd like to take this opportunity to thank Don Meyer, the Extension Council, the entire staff. They continue to do an outstanding performance in offering some excellent programs in McLean County. My experience, they make something very complex very easy. I'd like to thank you personally and continue to do an outstanding performance.

Mr. Donald E. Meyer stated: I will share your thanks. Thank you very much it's a great team effort and the volunteers are the backbone of the program.

Chairman Sorensen stated: Well said, Bob.

Member Caisley stated: I've been a life long gardener but I go to gardening school every year there, and I've been this spring already and I've learned from the speaker here earlier that there are more than 300 varieties of tomatoes that you can grow.

Member Cavallini stated: I'd like to take this opportunity to put in a little bit of a plug for the 11<sup>th</sup> Annual Leadership Conference which the Extension sponsors and hosts, in Champaign Urbana. Last year we had a panel and a number of people from our County served on that panel. This year we'll have another panel on sustainable energy and we'll have a number of individuals from McLean County on that panel as well. So I encourage everybody to take a look at that Leadership Conference registration that is going on right now.

Chairman Sorensen stated: Thank you. Any other questions or comments? Mr. Meyer, thank you to you, your staff, and your volunteers for the great work you do.

Mr. Donald E. Meyer stated: It's a great partnership with all of us together. Thank you.

Chairman Sorensen stated: Next up, Mr. Greg Koos with the McLean County Museum of History.

Mr. Greg Koos, Director, McLean County Museum of History presented the following:

Mr. Greg Koos stated: Good morning everyone, I'd like to introduce my colleague Candace Sommers, who is our Director of Education, and she will be making a presentation a little later. I placed our version of PowerPoint on your desk; there are three pages here that I will be referring to in my remarks. But before I get too far I would like to, on behalf of the McLean County Museum of History, thank the County Board, specifically Diane Bostic and the Property Committee, and specifically Jack Moody for the wonderful relationship we've had over many years.

The Museum of History has been part of the County for a very, very long time, delving back into our records, we were founded in 1892 and our first partnership activity with the County took place in 1898 when the County and the Museum worked together to publish a book called the War Record of McLean County, which was a book about McLean County in the Civil War. We've been gratefully your tenants since 1904, its been a long and I think fruitful relationship.

If you would look at the first page, I am going to start off with the simple fact of what is happening to almost any non-for-profit today. That is that we are economically challenged. We are challenged primarily by income. Because of a significant decline in the museums endowment, it went from \$5,000,000 to \$3.6 million in a year. We have found ourselves in the necessity of making significant cut backs and trying to work out how it is that we can continue to maintain what it is that we do. The income projection is down about \$100,000 which is a significant chunk of money for us.

In terms of trying to control our expenses, we now have a hiring freeze in place and we have cut our department budgets. Which has allowed us essentially to take a certain amount of money out of our budget, about \$21,000. What we are looking at this particular year is the Museum has for the first time in my 32 years of working for the Museum of History has a deficit budget; this is the first time we've ever done this. What we are going to do to fund that budget is to utilize an estate bequest that is coming into us this year. Typically estate bequests typically go into endowment, this year we're going to use it to keep ourselves afloat and secondly if we need to do an additional endowment draw we will do so.

The Museum Board has given us essentially about a year to see if the economy shakes out, if not the Museum will be making more serious decisions in our upcoming fiscal year. Our fiscal year runs April 1 - March 31, so we have about a year now to look at it. The participation of the County does not show up in terms of rent, utilities, custodial, and maintenance. The value you are delivering to us is about \$188,000; again this does not include the significant kinds of capital expenditures the County has been making on that wonderful old courthouse building. For instance the boiler project that Jack Moody and Tom Hawk are working on as we speak. The Museum uses its resources to serve the people of McLean County. We are serving about 30,000 people a year in a very direct, time intensive manner.

We have determined that quality of information and quality of education is the highest value of our organization. As we share the important story of who we are in McLean County and how we created this community. The adults we serve run from people involved in very in depth training in our volunteer program. We have 150 volunteers who donate 15,000 hours of service to us annually. Adults include people who simply come in and want to learn the story of McLean County, people who are studying their family tree, people who are learning about their historic house and people who have historic questions. It's a wide, wide variety of people. For instance this year we partnered with the McLean County Abraham Lincoln Bicentennial Commission



and brought in the top Lincoln scholars, in the United States, to speak to what has really been a decent audience of 70-100 people a night coming out to hear people like Richard Carwardine from Oxford University.

The Museum also serves children and those are some of our most time intensive programs. A kid who comes to a program at the museum is spending about an hour and a half in a small group activity where they are learning in a very structured manner the story of McLean County and how that story, the way we interpret it and present it, helps the teenagers meet the State learning objectives. So it is a very useful program, not only from the viewpoint of the classroom teacher but also for the viewpoint of a gender and pride in the community in those future citizens. We serve children at the museum and we serve children off site. We know that many school districts are likewise economically challenged, and we take programs into the classroom, so that we can get a much broader service group. Essentially about 6,000 kids a year are getting our programs directly in the classroom.

To support this activity of interpretation of local history requires things, artifacts if you will, requires maintenance of a historic library and maintenance of an archival collection. These collections are integral into what the museum is. We are the attic of McLean County, but a very, very well organized attic and very clean attic. 18,000 documented objects are found in our collection. That is we know where they are from, we know who used them, we know an awful lot about them, we know about the families that used these things and those artifacts serve as the pool of materials that are used for the development of exhibitions and this year we have had four exhibits two of these are longer term, "Come and get it" just opened. I don't know if you had an opportunity to come and see that, but we've created four historic kitchens, 1840s, 1880s, 1920s and 1970s kitchen complete with a macramé owl. It's quite a thing to see, but these are interpreted in how these artifacts of life, if you will, tell us so much about the background of the people of McLean County.

The exhibit of "Turbulent Times", Central Illinois and the Vietnam experience, was an exhibit where the museum worked with pro-war, pro Vietnam War Veterans, anti-war, anti Vietnam War Veterans, pro-war community activist, anti-war community activists, and we all sat down around a table and decided that we could agree to disagree, but we would also agree that all voices that were active during that time of history would be heard and would be seen in the exhibit and we worked about three years on that and came up with what we feel is an impartial and fair representation of a turbulent time in the life of the people of McLean County. It was a process that created healing; it was a process and an exhibit that created great knowledge. There were many high schools using that exhibit because the high school history teachers are telling us that it is a type of history that kids can go see, they can go learn about it and then they can go talk to their parents and find out that history happens to regular people, and that is a very, very important piece.

I would like to then take you to the couple of charts that are on the next two pages, simple pie charts. The first one I'd like for you to look at is museum income, where does our money come from and essentially 30%, 29% comes from endowment that is how we invest that money and then use it. 46%, nearly half of our money comes from families of McLean County and businesses who want to support the Museum of History. We earn about 15% of our income through a variety of projects which includes rental property, the publication of books, videos, CDs, and gift shop sales. And then the County tax levy, which has been provided to us, provides about 10% of our operating budget. In terms of costs essentially as any other organization, quality people is where you put your money and that is where you get your best

success. Sixty-nine percent of our expense is personnel, 20% is program material costs, 55% is administrative and fund-raising costs, and our earned income is about 3% that is it costs us about 3% to earn that 10%.

But to give you a sense, just one sense, of the variety of programs that the museum operates, a very wide variety of programs. We deliver information and we collect information on people of McLean County in really a number of different ways, and I've asked Candace Summers to present to you about our senior reminiscence program, which is presented in assisted living facilities and nursing homes throughout McLean County. And recently a gentleman who is an expert in Alzheimer's had an opportunity to observe one of our programs and he wrote to us "For over an hour 20 residents whose typical passage through the day occurs in an environment essentially bereft of the slightest residue of the historical and cultural world where in their lives assumed so much of their meaningful forms. They were offered imaginative avenues into a past that continues to live in and through them. The life world out of which shape and spirit, of their child and adult identity is emerged re-emerged in however attenuated in feeding, in that collectively re-imagined presence, the cognitively impaired, were emotionally restored. This is not a cure, but it is a healing and one worthy of our investment. Well over it is one that museums of history are well situated to lead." I thought I would have Candace present a piece of that program.

Ms. Candace Sommers stated: Thank you very much for allowing me to come and share one of my favorite programs that we do here at the museum, and I think it's one of the best programs that we do because we reach out to a very underserved group. Not a lot of groups do what we do, that will go to senior centers and nursing homes throughout the County. We go all the way to Chenoa, and Lexington, and Colfax with our program. Even outside the County, we have senior centers contact us for programs.

My particular favorite one is our Photo Reminiscence program, I don't know if everybody can see in the back, but these are giant historical photos that we found in our archives and we blow them up to this big poster size, so as I walk around or our other educators, Rachel Masso, walks around the room, they can get a good view of the detail and hopefully trigger a memory, any memory. You are looking at a photo here of the old Beich Candy Factory. Who here has had a Beich Bar? That is a picture of them making a Whiz Bar. I'll bring a photo up and we'll start walking around and I go "Who can tell me where this is?" and just about everybody can say "That's the Whiz Bar!" or "They're making the Whiz Bar." and they'll talk about the price of it and what they're doing.

This here, I don't know if anybody can guess what they're doing there. This is a corn shucking competition. I have people checking out the photos to see if they are there. I have been surprised and they'll tell me, "That's me!", and they'll tell me what they're doing, what the day was like, and everything else. It is a flow of memories and they start talking to each other and interacting socially it get their cognitive functions going again. The nicest compliment I had from one of the residents, I believe it was at Martin Health, over at Westminster, she came up to me after the program and she said "Honey, you bring us back to reality for just a little bit" and I mean, I almost started to cry because I just, I realized then how important this program is and how getting people out and socializing and helping them to remember what their lives were like before, because some of these people don't have a lot of family and they don't get out of the building much. Last year in 2008, we did 41 senior reminiscence programs. That's huge for us.

When I first started at the museum in 2005, we were going maybe once every couple months. There are senior centers we go to every month, every month they are calling us saying "Alright, what's next?" We have about 150 of these photos and I'm always adding more and I'm always

asking the folks at these places, give me ideas, tell me if there is a photo you want to see or a program you want to see us do and we take the feedback very seriously and create programs based on the needs of the residents of these places. We just started doing a program called "The Tools of the Trade" which is all about work. So any kind of work from carpentry, farming, and housework, anything, because we realized we're kind of heavy on objects that women were associating with, because there are a lot more women than men in senior centers. So we needed to find something to get the men talking, because they were just sitting there and not talking very much.

We are in the process of developing a kitchen tools program in relationship to our new exhibit. I've had people calling me wanting it already, it's like "It's not done, it's not done, just wait a little bit". Or we are working at working on a toy program too, because they will start singing songs from the school yard when they used to play at recess, and it's wonderful, it's a wonderful way that we can give back to the community, and these are all free programs. We don't charge one dime to go to the senior centers and nursing homes and they can even come to us and tour the museum. We have groups that come to us and see the exhibits, it's kind of like, and as we take them through the exhibits they will reminisce with each other too. They'll point out objects or they'll see a photo and just start talking about it, talking about it. And the really great thing I hear from activity directors at these places is that weeks down the line all of a sudden for no reason, they'll just start talking about the things they saw at our program and just start remembering and discussing it again, and every time we come there, we usually have a really good crowd of 10 to 30 people depending on the size of the facility who come to see our program. So it's really, really one of our best programs and I'm pretty sure not many people do anything like this based on the feedback from Michael Verde who wrote us that wonderful letter about our program. Does anybody have any questions? I have a couple of more photos if you want to see them.

Member Rackauskas stated: Who produces your photos and what are the costs?

Ms. Candace Sommers stated: GDS graphics, over in the West side of Bloomington, and they print these for us and is costs about \$20-\$25 a photo. I usually print about 30 at a time and that usually runs me, you know, \$400-\$500 to print up these, but they are durable, they are thick, because we pass them around to the residents, they slide them on the tables good, they get them up real good and close so they can get a good view of what's in the photo so these are going to last us a long time. And they are such a great resource I'm running out of room for them. Thank you very much for letting us come out and share one of our wonderful programs with you.

Member Rackauskas stated: How are you going to make up the deficit?

Mr. Greg Koos stated: We will this year fund the deficit through an estate bequest that we have received and if necessary an additional draw down we are also working very hard to raise new dollars. We are in a tight and competitive environment for fund-raising, we have a good loyal base of supporters many of those are members at our highest level, what we call the Lincoln Club, we've asked them to double their gift and a number of them are doing so. Some people with means are digging a little extra deeper into their pockets. We are only going to do this for one year that is to run a budget of this type for one year.

Member Rackauskas stated: Am I to understand when I look at your budget that 3% is what it takes to raise the 15%, it is really 12%?

Mr. Greg Koos stated: Yes, net, yes.

Member Soeldner stated: I wonder if you could give hours and the days that you are open and then does the Saturday Market detract or add to your visitation and numbers?

Mr. Greg Koos stated: Our hours are 10 a.m. to 5:00 p.m. Monday, Wednesday, Thursday, Friday, and Saturday. 10:00 a.m. to 9:00 p.m. on Tuesday, which is our free day. During Farmer's Market, because the museum is pretty well blocked with wonderful vegetables and flowers, the museum opens for free on Farmer's Market Saturdays from 8 a.m. until noon and we run it as a loss-leader. Many people coming to the market would otherwise not have discovered the museum, it gives us an opportunity to share what we have and we know that people do indeed come back.

The museum also has specific programs that it offers in conjunction with Farmer's Market. We have educational programs that are food related, we run during that period of time. We have a fun kind of an antique guessing game that we run on occasion, and I also do walking tours during Farmer's Market, not every Saturday, I think I'm going to do it three times this year, of Abraham Lincoln and Downtown Bloomington where you can walk with me and I'll show you where Lincoln was and what he did and what he was saying and a little bit about what he was thinking about, it's about a 45 minute walk around the Downtown area. We have a lot of Lincoln sites Downtown.

Member Rackauskas stated: I would just like to comment to the Board that, you are the story teller of story tellers. And I highly recommend anyone who gets an opportunity to go on a walk, please do so, it's fabulous. There is no one that can do a better job. Thank you, thank you, thank you, I would love to be inside your brain, it's like a walking library.

Mr. Greg Koos stated: Well thank you Bette.

Chairman Sorensen stated: Any other questions for Mr. Koos? Thank you for the update.

NOTE: The report passed out by Mr. Koos can be found on the following pages.

**McLean County Museum of History Financial status**

2008-2009 Income	2009-2010 Income	Variance
738,758	631,699	(107,059)

Income decline result of Endowment loss of 1,4000,000, from 5m to 3.6m

2008-2009 Expense	2009-2010 Expense	Variance
738,273	716,881	(21,392)

Hiring Freeze in Place (half-time vacancy) department budgets cut 20%

**2009-20010 Fund Transfer**

85,182

Estate Bequest and additional endowment draw

**County of McLean Support: Audited FY 2007-2008**

Rent	50,400
Utilites, Custodial and Maintience	138,651

**People Served 2008**

Adults	17,165
Children	<u>12,737</u>
total	29,902

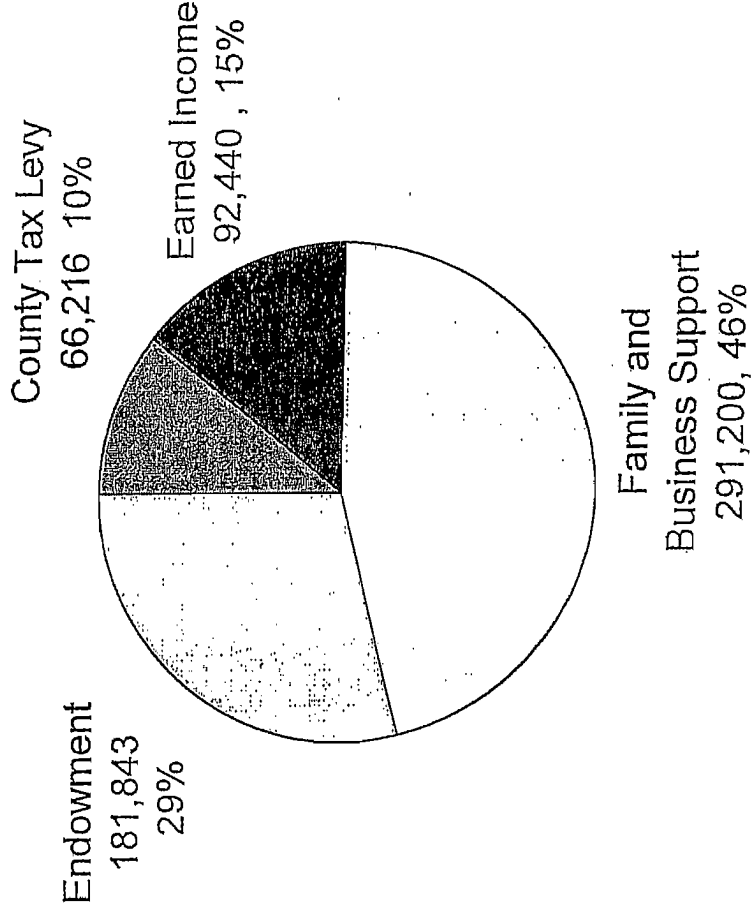
**Collections maitianed**

Historic artifacts	18,500
Books	11,000
Archival colelctions	1,600 l.f.

**Exhibits in 2008-2009**

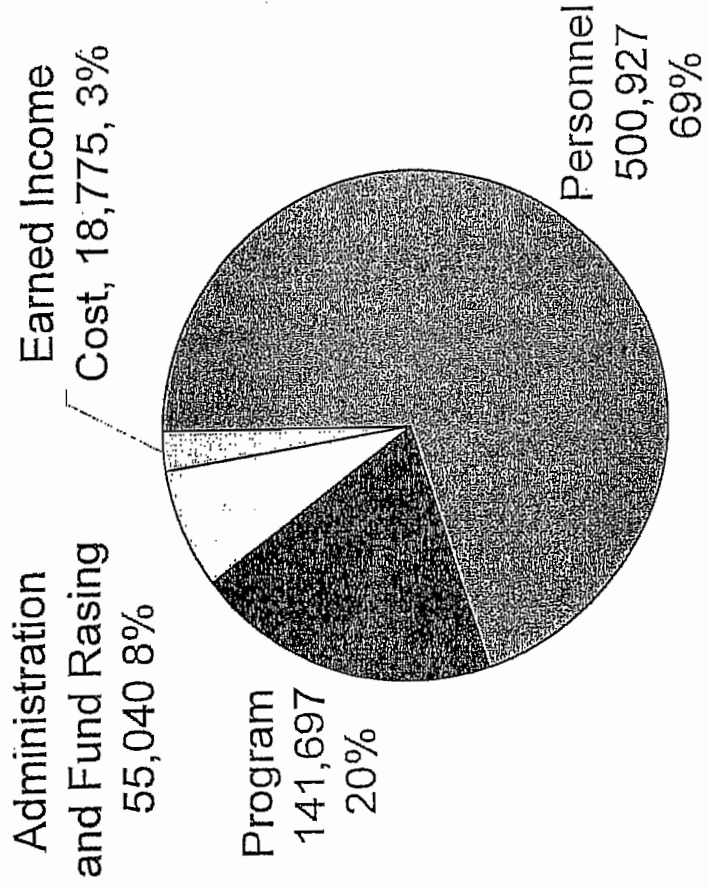
*Come and Get It: The Way We Ate 1830-2008*  
*A Turbulent Time: Central Illinois and the Vietnam Experience*  
*The Unconquerable: History and Photos of the Kickapoo Indians*  
*Gifts to the Prairie: The Art of Pioneer Nurserymen*

**Museum of History Income 2009-2010**  
**\$631,699**



# Museum of History Expense 2009-2010

**\$716,440**



## Consent Agenda:

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

Member Bostic stated: I would like to see item C, 1, c come off, and be discussed under Land Use, please.

Chairman Sorensen stated: Item C, 1, c, which is ZA-0902, Zoning case. Moved from Consent to Land Use, anything else to be moved from Consent?

1. Consent Agenda:
  - A. Approval of the Proceedings of the County Board, March 17, 2009
  - B. County Highway Department – Eric Schmitt, County Engineer
    - 1) Request Approval of a Resolution and Letting Results from the March 31, 2009 County 2009 MFT Maintenance Section
    - 2) Request Approval of Horse Farm Rd. - CH 21 – Sec 07-00058-06-WR
      - (1) LA Agreement for Federal Participation
      - (2) MFT Resolution
      - (3) Matching Tax Resolution
    - 3) Request Approval of Towanda I-55 Overpass – CH 29 – Sec 05-00071-04-RS
      - (1) County Highway Resolution
      - (2) Matching Tax Resolution
    - 4) Request Approval of Martin Road District – Joint Culvert Petition
      - (1) 2009 Martin RD Joint Culvert – 1975 North Road
  - C. Building and Zoning – Phil Dick, Director
    - 1) Zoning Cases:
      - a) Request Approval of the application for a Special Use in Case SU-09-02 to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses. A Special Use was previously approved on the property in Case SU-05-25 in which the applicant was allowed three years to begin construction. This is on property which is located in Downs Township at 18864 Old Principal Road, Heyworth, IL



- b) Request Approval of the application for a Special Use in Case SU-09-03 to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses on property which is located in White Oak Township immediately north of U.S. Route 150 and approximately 1/2 mile east of 825 East Road
- c) Request Approval to Deny the application in Case ZA-09-02 for a map amendment to change the zoning classification from A-Agriculture District to M-1 Restricted Manufacturing District; on property which is located in Mt. Hope Township at 2241 N 200 East Road, McLean, IL

2) Subdivision Cases: None

D. Transfer Ordinances

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

1) Executive Committee

- a) Request Approval of IBM Equipment Maintenance Contract – Information Technologies
- b) Request Approval to Award the Core Switch bid to STL Technologies – Information Technologies

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

1) REAPPOINTMENTS:

**BLOOMINGTON-NORMAL WATER RECLAMATION DISTRICT**

Mr. Paul D. Brown  
105 Hilltop Road  
Bloomington, IL 61704  
(Three-year term to expire on the first Monday in May, 2012)

**BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT**

Mr. Jeff Wilcox  
13766 Oak Hill Road  
Bloomington, IL 61705  
(Five-year term to expire on the first Monday in May, 2014)

**BELLFLOWER FIRE PROTECTION DISTRICT**

Mr. Lawrence A. Heacock  
2585 N 3450 East Rd.  
Farmer City, IL 61842  
(Three-year term to expire on April 30, 2012)

**CARLOCK FIRE PROTECTION DISTRICT**

Mr. Fred Gent  
22048 Skyline Ct.  
Carlock, IL 61725  
(Three-year term to expire on April 30, 2012)

**CARLOCK FIRE PROTECTION DISTRICT**

Mr. John Grieder  
8490 U.S. Highway 150  
Carlock, IL 61725  
(Three-year term to expire on April 30, 2012)

**CHENOA FIRE PROTECTION DISTRICT**

Mr. Donald Augsburger  
31865 N. 2480 East Road  
Chenoa, IL 61776  
(Three-year term to expire on April 30, 2012)

**CLEARVIEW SANITARY DISTRICT**

Mr. Stephen L. Rousey  
3022 Joseph St.  
Bloomington, IL 61701  
(Three-year term to expire on April 30, 2012)

**DANVERS FIRE PROTECTION DISTRICT**

Mr. John M. Gillis  
406 W. Exchange Street  
Danvers, IL 61732  
(Three-year term to expire on April 30, 2012)

**DOWNS FIRE PROTECTION DISTRICT**

Mr. James Adams  
20365 E. 1200 North Rd.  
Bloomington, IL 61704  
(Three-year term to expire on April 30, 2012)

**ELLSWORTH FIRE PROTECTION DISTRICT**

Mr. Gerald L. Bedell  
29980 East 1050 North Road  
Ellsworth, IL 61737  
(Three-year term to expire on April 30, 2012)

**FAIRBURY FIRE PROTECTION DISTRICT**

Mr. Richard Stoller  
34937 E. 2800 North Road  
Chenoa, IL 61726  
(Three-year term to expire on April 30, 2012)

**GRIDLEY TOWNSHIP FIRE PROTECTION DISTRICT**

Mr. Michael D. Stoller  
28428 N. 2025 East Rd.  
Gridley, IL 61744  
(Three-year term to expire on April 30, 2012)

**HUDSON FIRE PROTECTION DISTRICT**

Mr. Dale Hussemann  
14251 E. 2400 N. Rd.  
Hudson, IL 61748  
(Three-year term to expire on April 30, 2012)

**LEXINGTON FIRE PROTECTION DISTRICT**

Mr. David D. Duzan  
24322 N. 2250 East Rd.  
Lexington, IL 61753  
(Three-year term to expire on April 30, 2012)

**OCTAVIA FIRE PROTECTION DISTRICT**

Mr. Edwin Eades  
17677 N. 2600 East Rd.  
Cooksville, IL 61730  
(Three-year term to expire on April 30, 2012)

**OCTAVIA FIRE PROTECTION DISTRICT**

Mr. Kent Petersen  
24217 N 3500 East Rd.  
Colfax, IL 61728  
(Three-year term to expire on April 30, 2012)

**RANDOLPH TOWNSHIP FIRE PROTECTION DISTRICT**

Mr. James Murphy  
15941 E 100 North Rd.  
Heyworth, IL 61745  
(Three-year term to expire on April 30, 2012)

**SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT**

Mr. David Feese  
37344 Comanche Drive  
Saybrook, IL 61770  
(Three-year term to expire on April 30, 2012)

**SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT**

Mr. Martin Tipsord  
1020 Courtland St.  
Saybrook, IL 61770  
(Three-year term to expire on April 30, 2012)

**TOWANDA FIRE PROTECTION DISTRICT**

Mr. Larry Sans  
116 Hunt Street  
Towanda, IL 61776  
(Three-year term to expire on April 30, 2012)

2) APPOINTMENTS:

**CARLOCK FIRE PROTECTION DISTRICT**

Mr. Everett Laesch  
1825 Mabel Rd.  
Normal, IL 61761  
(Three-year term to expire on April 30, 2012)

3) RESIGNATIONS

**CARLOCK FIRE PROTECTION DISTRICT**

Mr. Ralph T. Wherry  
8316 Stutzman Ln.  
Carlock, IL 61725

F. Approval of Resolutions of Congratulations and Commendation

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on April 7, 2009, for a letting held on March 31, 2009, for two (2) McLean County 2009 MFT Maintenance Sections, one (1) McLean County 2009 Non-MFT Maintenance Section and one (1) McLean County 2009 Non-MFT Construction Section, and

WHEREAS, the Transportation Committee duly approved the bids on April 7, 2009,

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

**2009 MFT MAINTENANCE SECTIONS:**

**McLean County..... Sec 09-00000-00-GM..... GR 9**

The successful bidders on the above section were:

McLean County Asphalt Co, Inc ..... \$61.50 per Ton ..... \$6,150.00  
1100 W Market St, Bloomington, IL 61701 ..... (Yuton)

HJ Eppel & Co, Inc ..... \$62.00 per Ton ..... \$6,200.00  
1400 Tuesburg Ct, Pontiac, IL 61764

River City Supply, Inc ..... (Rte 66 & 1200 North Rd – Livingston Co)  
\$68.75 per Ton ..... \$6,875.00  
1532 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609  
(Northtown Rd, Normal or Downs)

**McLean County..... Sec 09-00000-00-GM..... Crack Seal**

The successful bidder on the above section was:

Sherwin Industries, Inc ..... \$0.3881 per Ton ..... \$31,048.00  
2129 W Morgan Ave, Milwaukee, WI 53221

**2009 Non-MFT MAINTENANCE SECTION:**

**McLean County..... Sec 09-00000-00-GM..... GR 10**

The successful bidder on the above section was:

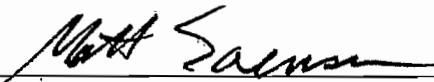
McLean County Asphalt Co, Inc ..... \$34,012.00  
1100 W Market St, Bloomington, IL 61701

**2009 Non-MFT CONSTRUCTION SECTION:**

**McLean County..... Sec 07-00161-01-BR ..... Gridley Bridge – Gridley Rd (CH 29)**

The successful bidder on the above section was:

HJ Eppel & Co, Inc ..... \$358,791.48  
1400 Tuesburg Ct, Pontiac, IL 61764

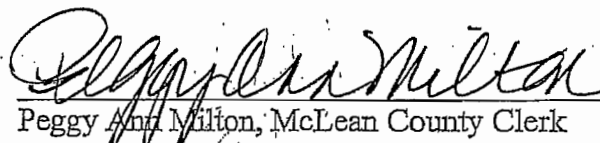
  
Matt Sorensen, Chairman McLean County Board

STATE OF ILLINOIS     ]  
                                  ]   SS  
COUNTY OF MCLEAN    ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on April 21, 2009.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 21<sup>st</sup> day of April A.D., 2009.

[SEAL]

  
Peggy Ann Milton, McLean County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT  
March 31, 2009


McLEAN COUNTY Sec 09-00000-00-GM GR 9 ITEMS HMA Surf Cse Mix "C" N50 or HMA Blind Cse IL 19.0 Location of Asphalt Plant	ENGINEERS ESTIMATE TOTAL \$7,500.00 \$7,500.00	H J EPPLE UNIT PRICE \$82.00	McLEAN COUNTY UNIT PRICE \$61.50	RIVER CITY SUPPLY UNIT PRICE \$68.75	
	DELIVERY On Truck 100 Ton	TOTAL \$5,200.00 -17.33% \$6,200.00	TOTAL \$6,150.00 -18.00% \$5,150.00	TOTAL \$68.75 -8.33% \$6,875.00	
		Livingston Co	Yuton	Northtown & Downs	
McLEAN COUNTY Sec 09-00000-00-GM CRACK SEALER ITEMS Hot-Poured JI Sealer	ENGINEERS ESTIMATE TOTAL \$33,600.00 \$33,600.00	MIDWEST CONST Bid Check UNIT PRICE \$0.448	ASI MANUFACTURING UNIT PRICE \$0.00	LCS No Bid Check- Did Not Read UNIT PRICE \$0.00	SHERWIN INDUSTRIES Bid Check UNIT PRICE \$0.3881
	DELIVERY FOB Co Shed 80,000 LBS	TOTAL \$35,940.00 6.67% \$35,940.00	TOTAL \$0.00 -100.00% \$0.00	TOTAL \$0.00 -100.00% \$0.00	TOTAL \$31,048.00 -7.60% \$31,048.00
					FARNER ASPHALT
McLEAN COUNTY NON-MFT Sec 09-00000-00-GM GR 10 ITEMS Bit Mats (P-CI) INCID HMA Surf (Intermittent Overlay) INCID HMA Surf (Patch)	ENGINEERS ESTIMATE TOTAL \$30,900.00 \$30,900.00	H J EPPLE Bid Bond UNIT PRICE \$8.00	McLEAN COUNTY Bid Bond UNIT PRICE \$7.56	ROWE CONST UNIT PRICE \$0.00	
	DELIVERY On Road 200 GAL	TOTAL \$1,200.00 \$1,200.00	TOTAL \$7.56 \$1,512.00	TOTAL \$0.00 \$0.00	
	On Road 300 Ton	TOTAL \$25,200.00 \$4,500.00 \$30,900.00	TOTAL \$90.00 \$110.00 \$200.00 \$34,012.00 10.07%	TOTAL \$0.00 \$0.00 \$0.00 \$0.00 -100.00%	
	On Road 50 Ton				

McLEAN COUNTY HIGHWAY DEPARTMENT  
March 31, 2009

McLEAN COUNTY Sec 07-00161-01-BR	McLean County Sec 07-00161-01-BR ITEMS	ESTIMATE	ROWE CONST	STARK EXCAVATING	MIDWEST	OTTO BAUM
UNITS	QUANTITY	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
Tree Rem (6-15 Units Diameter)	8	\$200.00	\$200.00	\$70.00	\$70.00	\$70.00
Earth Exc	77	\$3,080.00	\$3,080.00	\$18.75	\$18.75	\$18.75
Channel Exc	370	\$5,920.00	\$5,920.00	\$16.00	\$16.00	\$16.00
Porous Gran Embankment (Sp)	65	\$1,950.00	\$1,950.00	\$30.00	\$30.00	\$30.00
Seed C2 (Sp)	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$5,000.00
RipRap (Sp)	496	\$18,848.00	\$18,848.00	\$34.00	\$34.00	\$34.00
Sub-Base Gran Mill Ty A.4"	234	\$2,340.00	\$2,340.00	\$10.00	\$10.00	\$10.00
Bl Mail (Pr-C)	55	\$275.00	\$275.00	\$5.00	\$5.00	\$5.00
HMA Rem Butt Jt	122	\$3,050.00	\$3,050.00	\$25.00	\$25.00	\$25.00
Temp Ramp	48	\$720.00	\$720.00	\$15.00	\$15.00	\$15.00
Agg Surf Cse Ty B	27	\$1,350.00	\$1,350.00	\$50.00	\$50.00	\$50.00
HMA Bind Cse IL-19.0, N50	43	\$4,730.00	\$4,730.00	\$110.00	\$110.00	\$110.00
HMA Surf Cse Mix "C" N50	52	\$5,720.00	\$5,720.00	\$110.00	\$110.00	\$110.00
Br Approach Pmnt	214	\$53,500.00	\$53,500.00	\$250.00	\$250.00	\$250.00
Pvmt Rem	238	\$2,380.00	\$2,380.00	\$10.00	\$10.00	\$10.00
Agg Shld Ty B	266	\$6,650.00	\$6,650.00	\$25.00	\$25.00	\$25.00
Rem Ex Str	EA	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Conc Str	28.2	\$24,675.00	\$24,675.00	\$875.00	\$875.00	\$875.00
Conc Super-Str	CU YD	\$99,999.00	\$99,999.00	\$217,114.00	\$217,114.00	\$217,114.00
Br Deck Grooving	418	\$2,090.00	\$2,090.00	\$6.95	\$6.95	\$6.95
Conc Encasement	CU YD	\$16,320.00	\$16,320.00	\$400.00	\$400.00	\$400.00
Prot Ct	468	\$980.00	\$980.00	\$1.75	\$1.75	\$1.75
Rebare Epoxy Ct	25,910	\$38,865.00	\$38,865.00	\$1.10	\$1.10	\$1.10
Bar Splicers	EA	\$3,300.00	\$3,300.00	\$29.00	\$29.00	\$29.00
Steel Railing Ty SM	133	\$125.00	\$125.00	\$130.00	\$130.00	\$130.00
Fum Steel Piles HP10x42	900	\$36,000.00	\$36,000.00	\$49.75	\$49.75	\$49.75
Driving Piles	FT	\$3,600.00	\$3,600.00	\$0.25	\$0.25	\$0.25
Test Pile Steel HP10x42	EA	\$9,000.00	\$9,000.00	\$3,400.00	\$3,400.00	\$3,400.00
Name Plats	EA	\$300.00	\$300.00	\$260.00	\$260.00	\$260.00
Geo-composite Wall Dr	EA	\$500.00	\$500.00	\$23.00	\$23.00	\$23.00
Pipe Under for Pipe Dr	4	\$400.00	\$400.00	\$244.00	\$244.00	\$244.00
SPBGR Ty A 6 Posts	EA	\$1,562.50	\$1,562.50	\$12.50	\$12.50	\$12.50
Traf Bar Term Ty 2	62.5	\$2,000.00	\$2,000.00	\$18.35	\$18.35	\$18.35
Traf Bar Term Ty 6A	EA	\$12,000.00	\$12,000.00	\$867.00	\$867.00	\$867.00
Traf Bar Term Ty 1 (Sp) Flared	EA	\$8,250.00	\$8,250.00	\$2,115.00	\$2,115.00	\$2,115.00
Traf Cont & Prot Stand BLR 21	L SUM	\$5,000.00	\$5,000.00	\$1,100.00	\$1,100.00	\$1,100.00
Guardrail Markers	EA	\$120.00	\$120.00	\$8.20	\$8.20	\$8.20
Term Markers - Direct Applied	EA	\$150.00	\$150.00	\$35.00	\$35.00	\$35.00
Underwater Str Exc Prot - Location 1	EA	\$5,000.00	\$5,000.00	\$1,800.00	\$1,800.00	\$1,800.00
Underwater Str Exc Prot - Location 2	EA	\$5,000.00	\$5,000.00	\$1,800.00	\$1,800.00	\$1,800.00
SPBGR Short R 10"	16	\$1,600.00	\$1,600.00	\$24.45	\$24.45	\$24.45
Pipe Dr 15" - Prect Galv CSCP	FT	\$1,600.00	\$1,600.00	\$30.00	\$30.00	\$30.00
Pipe Dr 24" - Prect Galv CSCP	FT	\$1,600.00	\$1,600.00	\$43.50	\$43.50	\$43.50
	30	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
		\$477,123.00	\$477,123.00	\$358,791.48	\$358,791.48	\$358,791.48
			-100.00%	\$446,549.73	\$446,549.73	\$446,549.73
				7.05%		
					\$623,904.00	\$623,904.00
					49.57%	
					\$546,055.59	\$546,055.59
					30.91%	



**SUPERSEDING**

 <b>Illinois Department of Transportation</b> Local Agency Agreement for Federal Participation	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
	McLean County	X			
	Section	Fund Type		ITEP Number	
	07-00058-06-WR	ARR, TAR			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-330-08	ARA-0494(102)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

**Location**

Local Name Horse Farm Road - CH 21 Route FAS 494 Length 2.42 miles  
 Termini Leroy Spur Road to US 136

Current Jurisdiction McLean County Existing Structure No \_\_\_\_\_

**Project Description**

HMA overlay and aggregate shoulders

**Division of Cost**

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	576,520	( * )	156,900	( ** )	86,580	( Bal )	820,000
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
<b>TOTAL</b>	<b>\$ 576,520</b>		<b>\$ 156,900</b>		<b>\$ 86,580</b>		<b>\$ 820,000</b>

\*100% ARRA funds NTE \$576,520; \*\*LS \$156,900 TARP funds NTE 50% of final construction cost Balance is LA responsibility.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
 METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

**THE STATE AGREES:**

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

(a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;

(b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map      Number 2 - 80,000 lb Truck Route Resolution/Ordinance

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name     Matt Sorensen      
 Title     County Board Chairperson      
           County Board Chairperson/Mayor/Village President/etc.  
 Signature     *Matt Sorensen*      
 Date     4-21-2009      
 TIN Number     376001569    

APPROVED

State of Illinois  
 Department of Transportation

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Milton R. Sees, Secretary of Transportation

Date \_\_\_\_\_

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Christine M. Reed, Director of Highways/Chief Engineer

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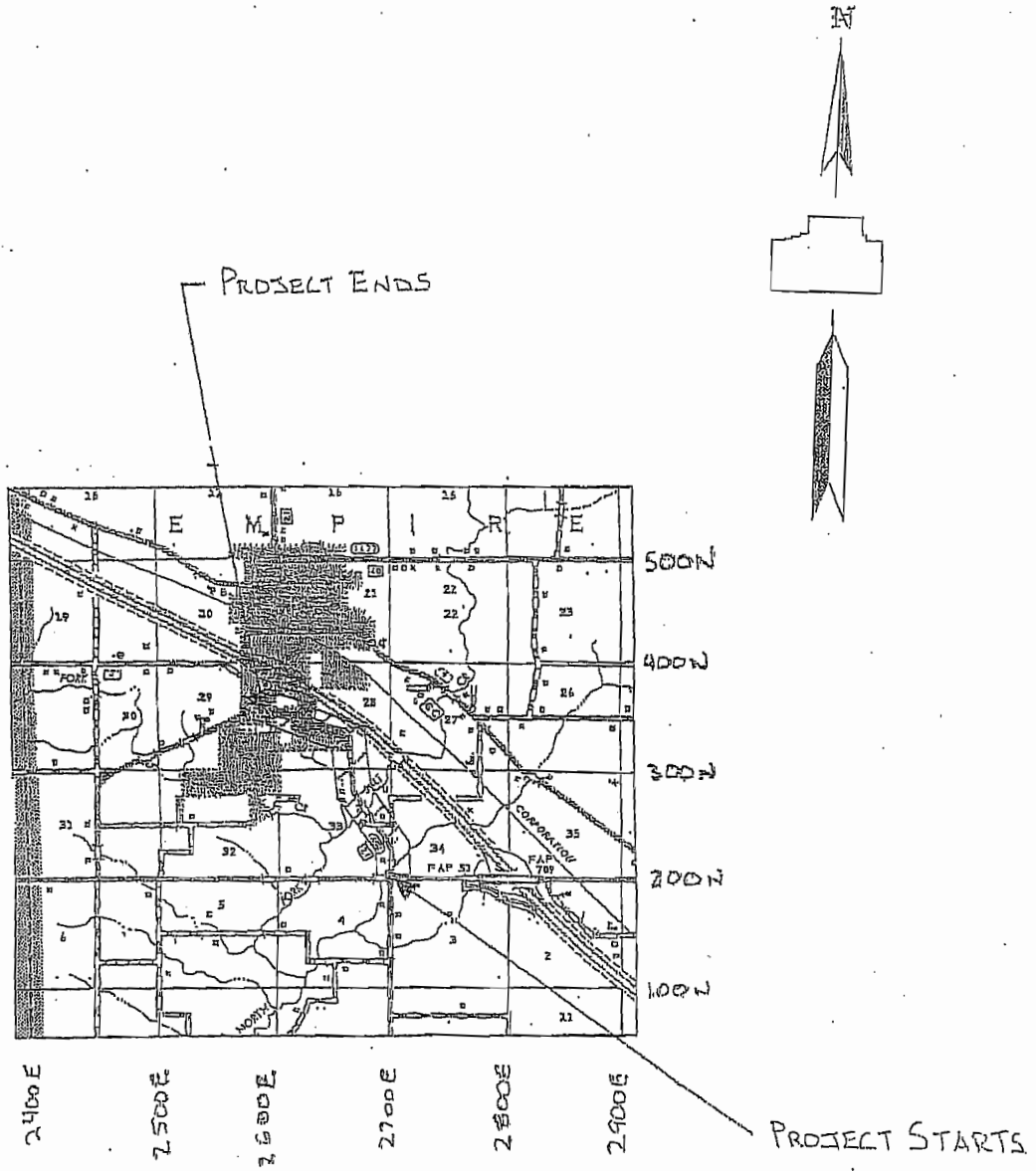
Ellen J. Schanzle-Haskins, Chief Counsel

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Ann L. Schneider, Director of Finance and Administration

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Location Map  
McLean County Section  
07-00058-06-WR  
Horse Farm Road (C.H. 21)




## McLEAN COUNTY WEIGHT LIMIT RESOLUTION

WHEREAS, it is hereby deemed to be of benefit for McLean County to increase the weight limit of the Horse Farm Road, McLean County Highway 21, from the Leroy Spur Road to US Route 136 to 80,000 pounds, and also,

NOW THEREFORE, the McLean County Board hereby establishes the Horse Farm Road, McLean County Highway 21, from the Leroy Spur Road to US Route 136, a distance of 12,488 feet (2.365 Miles), as a Class III Truck Route with an 80,000 pounds maximum weight limit. Said designation to be effective upon the completion of the resurfacing of said highway, Section 07-00058-06-WR, and the erection of the signs designating this portion of road as a Class III Truck Route, as herein authorized.

Dated this 19<sup>th</sup> day of August, 2008.

APPROVED:



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



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



Illinois Department of Transportation

Resolution for Improvement by County Under the Illinois Highway Code

Horse Farm Road (07-00058-06-WR) - MFT

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) 21, beginning at a point near the Southeast Corner of Section 33, T22N, R4E, of the 3rd P.M. (US Route 136 (200N))

and extending along said route(s) in a(n) Northerly and Westerly direction to a point near the Northwest Corner of the SW 1/4 of Section 28, T22N, R4E, of the 3rd P.M. (LeRoy Spur Road)

, a distance of approximately 12,792 feet (2.423 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be the construction of a Class III Truck Route consisting of hot-mix asphalt leveling binder, hot-mix asphalt binder, hot-mix asphalt surface, area reflective crack control treatment, aggregate shoulders, and other misc. related items.

and shall be designated as Section 07-00058-06-WR 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 Fifty Thousand dollars, (\$50,000.00)

from the County's allotment of Motor Fuel Tax 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.

Matt Sorensen (Signature)

Matt Sorensen, Chairman - McLean County Board

Approved

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, IL

on April 21, 2009

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 21 day of April A.D. 2009

(SEAL)

Peggy Ann Milton County Clerk (Signature)



Horse Farm Road (07-00058-06-WR)- Matching

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) 21, beginning at a point near the Southeast Corner of Section 33, T22N, R4E, of the 3rd P.M. (US Route 136 (200N))

and extending along said route(s) in a(n) Northerly and Westerly direction to a point near the Northwest Corner of the SW 1/4 of Section 28, T22N, R4E, of the 3rd P.M. (LeRoy Spur Road)

a distance of approximately 12,792 feet (2.423 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be the construction of a Class III Truck Route consisting of hot-mix asphalt leveling binder, hot-mix asphalt binder, hot-mix asphalt surface, area reflective crack control treatment, aggregate shoulders, and other misc. related items.

and shall be designated as Section 07-00058-06-WR 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 Sixty Thousand dollars, (\$60,000.00)

from the County's Matching Tax levy for the construction of this improvement.

Matt Sorensen, Chairman - McLean County Board

Approved
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, IL on April 21, 2009

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 day of April A.D. 2009 (SEAL) County Clerk





Towanda I-55 Overpass (05-00071-04-RS) – Highway

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) 29, beginning at a point near the NW corner of the NW 1/4 of Section 5, T24N, R3E, of the 3rd P.M. (the North end of the concrete pavement North of Interstate 55) and extending along said route(s) in a(n) Southeasterly direction to a point near the SE corner of the SW 1/4 of the NW 1/4 of Section 5, T24N, R3E, of the 3rd P.M. (the edge of pavement of Old Route 66)

a distance of approximately 4,046.07 feet (0.766 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be the removal and replacement of the concrete pavement, hot-mix asphalt shoulders, installation of underdrains, and other misc. related items (Describe in general terms)

and shall be designated as Section 05-00071-04-RS 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") ; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Two Hundred Five Thousand dollars, (\$205,000.00)

from the County Highway levy for the construction of this improvement.

Matt Sorensen (Signature)

Matt Sorensen, Chairman – McLean County Board

Approved

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, IL

April 21, 2009 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 21 day of April, A.D. 2009 (SEAL) Peggy Ann Milton County Clerk



Towanda I-55 Overpass (05-00071-04-RS) – Matching

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) 29, beginning at a point near the NW corner of the NW 1/4 of Section 5, T24N, R3E, of the 3rd P.M. (the North end of the concrete pavement North of Interstate 55) and extending along said route(s) in a(n) Southeasterly direction to a point near the SE corner of the SW 1/4 of the NW 1/4 of Section 5, T24N, R3E, of the 3rd P.M. (the edge of pavement of Old Route 66), a distance of approximately 4,046.07 feet (0.766 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be the removal and replacement of the concrete pavement, hot-mix asphalt shoulders, installation of underdrains, and other misc. related items  
(Describe in general terms)

and shall be designated as Section 05-00071-04-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract; and  
(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Five Hundred Fifty Thousand dollars, (\$550,000.00)

from the County's Matching Tax levy for the construction of this improvement.

*Matt Sorensen*

Matt Sorensen, Chairman – McLean County Board

Approved

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, IL

on April 21, 2009  
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 21 day of April A.D. 2009  
(SEAL) *Peggy Ann Milton* County Clerk

BRIDGE CONSTRUCTION PETITION

Sec 2009 Martin Joint Culvert

TO: McLean County Board  
Care of McLean County Clerk  
115 E Washington St - Room 102  
Bloomington, Illinois 61702

2009 Martin Joint Culvert Drainage Structure, Located at 1975N, 900' West of Winget Dr. in Colfax, IL

Ladies and Gentlemen:

Martin 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 located in the SE ¼ of the NW ¼ of Section 3 T 24 N, R 5E of the 3<sup>rd</sup> P.M., Martin Road District.

That of the funds appropriated at the April 21st meeting of the McLean County Board \$7,400.00 be used as the County's share of the cost of this structure.

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

Martin 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 \$ 14,800.00 and the present structure is inadequate.

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

Respectfully submitted.

Larry W. Baker  
Highway Commissioner

Martin Road District

Approved: [Signature]  
County Engineer, McLean County, IL

Date: 4/1/2009

ATTEST

[Signature]  
Mr. Matt Sorensen, Board Chairman

Date: 4-21-2009

[Signature]  
Peggy Ann Milton, McLean 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 David & Karen Lander for a special use in case SU-09-02, parcel no. (13) 36-07-400-003 to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses and to allow the applicant three years to build rather than the two years that are allowed. A special use was previously approved on the property in case SU-05-25 in which the applicant was allowed three years to begin construction. This is on property which is part of the SE ¼ of Section 7, Township 21N, Range 3E of the 3<sup>rd</sup> P.M. and is located in Downs Township at 18864 Old Principal Road, Heyworth, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on April 7, 2009 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 4.13 acre property is in pasture and partially wooded. The property has approximately 600 feet of frontage on the north side of Old Principal Road which is on the boundary line of McLean and De Witt County, an oil and chip road 16 feet in width. The property is gently sloping and hilly and drains to the southwest.

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

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 93 out of 100 points. The site assessment score was 131 out of 200 points. The total LESA score was 224 points out of 300. A score 220 and 229 points means the property is of moderate value for agricultural land protection.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards 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 the request is limited to two years. It was determined that the Zoning Ordinance was changed to allow two years from the approval of special uses to begin construction and that two years is adequate. The subject site is sloping, partially wooded and not desirable for crop production. Mrs. Lander indicated that a dwelling had been located on the property over 30 years ago. The applicants have children in college and it is not financially feasible to build at this time.
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 property is part wooded and has not been in crop production. Nearby property that is currently used for 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. The subject parcel is to some extent wooded, sloping and not well suited for crop production. 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 if the Randolph Township Fire District indicates in writing that they will provide fire protection to this property. At this time, this property is not in any fire district. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has approximately 600 feet of frontage on the north side of Old Principal Road.
  5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the proposed entrance. The applicants have obtained an entrance permit from the Township Road Commissioner in De Witt County.
  6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
  7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, the land is found to be undesirable for agricultural uses and provided written notice from the Randolph Township Fire District that fire protection will be provided before a building permit is issued and that a permit to build a dwelling should be obtained within two years.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning 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 written notice from the Randolph Township Fire District that fire protection will be provided before a building permit is issued.

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

Respectfully submitted this 7<sup>th</sup> day of April 2009, McLean County Zoning Board of Appeals

Sally Rudolph  

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Chair

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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Shawn Kobel for a special use in case SU-09-03, parcel no. (28) 06-33-200-012 to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses on property which is part of the NE ¼ of Section 33, Township 25N, Range 1E of the 3<sup>rd</sup> P.M.; and is located in White Oak Township immediately north of U.S. Route 150 and approximately ½ mile east of 825 East Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on April 7, 2009 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The five acre property is vacant and is currently in grass and woods. The property has 139 feet of frontage on the north side of US 150 Highway, an asphalt road 24 feet in width. The property is gently sloping and hilly and slopes to the southwest.

**SURROUNDING ZONING AND LAND USES** - The property is surrounded by land in the A-Agriculture District. The property to the north is in pasture. The property to the east and south is in crop production. The property to the west is in part in crop production and also contains a dwelling.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 88 out of 100 points. The site assessment score was 128 out of 200 points. The total LESA score was 216 points out of 300. A score of below 220 points means the property is of low value for agricultural land protection.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards 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 subject site is sloping, partially wooded and not desirable for crop production.
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 property is part wooded and has poor soils. Nearby property that is currently used for crop production and residences will continue to be desirable for such uses.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The subject parcel is partially wooded, sloping and not well suited for crop production. Nearby land that is suitable for crop production will continue to be suitable for such use. Mr. Kobel indicated

that he is aware that wind turbines would be built in the area and that he has no problem with it.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has approximately 139 feet of frontage on the north side of U.S. Highway 150.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the proposed entrance. The applicant has obtained a preliminary approval from the Illinois Department of Transportation (IDOT) for an entrance to this site. The applicant will need to continue to work with IDOT in order to obtain the entrance permit from IDOT.
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. The application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, the land is found to be undesirable for agricultural uses, provided the applicant obtains an entrance permit from IDOT before obtaining a building permit.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning 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 the applicant obtains an entrance permit from IDOT before obtaining a building permit.

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

Respectfully submitted this 7<sup>th</sup> day of April 2009, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

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





# Schedule for Services

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in the referenced Statement of Work. These terms are in addition to those of the referenced Statement of Work and IBM International Customer Agreement (or any equivalent signed by both of us and 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

**Business Partner Name and Address:**

Agreement Number: HQ12291  
Statement of Work Number: AN20F6  
Customer Number: 05643941

Revised Schedule (Yes/No): No  
Schedule Effective Date: 02/19/2009  
Proposal Reference Date:

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

WSU One Time Charges: 0.00  
SWMA ALF One Time Charges: 0.00  
MMS for GISCO HW One Time Charges: 0.00  
One Time Charges: 0.00

Maintenance Charges: 3,266.08  
Service Charges: 407.80

**TOTAL CHARGE PERIOD CHARGES:** 3,673.88  
Annually

Charge Period:  
Start Date: 01/01/2009  
End Date: 12/31/2009

Accumulated Adjustment Invoicing option: N

Contract Term: 1 Year(s)

\* 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. Any applicable taxes are not included in the charge amounts herein but will be added to your invoice.

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: \_\_\_\_\_  
Name (type or print): \_\_\_\_\_  
Date: \_\_\_\_\_  
Authorized signature

Agreed to:

International Business Machines Corporation

By: \_\_\_\_\_  
Name (type or print): \_\_\_\_\_  
Date: \_\_\_\_\_  
Authorized signature



# Schedule for Services

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

Customer No.	Customer Name	Customer Location	Charges
05643941	MCLEAN COUNTY	104 W FRONT ST, LAW & JUSTICE CENTER, BLOOMINGTON IL 61701-5005	3,673.88
<b>Total</b>			<b>3,673.88</b>

Note: One Time Charges are not included in the Total



# Schedule for Services

## Maintenance Machine List

Eligible Machine Description

Mfg	Type	Mod/Feat	Model	Order/Serial Number	Related Order/Serial Number	Product Description	Qty	Type of Svc	Main Svc	Charges	Charge Start	Charge Stop
Specified Location: 05643941												
City, State: BLOOMINGTON IL 61701-5005												
IBM	1722	60U		0023A8896		DS4300 MIDRANGE DISK (60U)	1	B	1	1,238.63	06/30/2009	
IBM	3582	L23		001338279		ULTRIUM TAPE LIBRARY	1	B	1	1,421.02	07/03/2009	
IBM	9131	52A		0000B0066		SYSTEM P5	1	B	1	606.43	06/30/2009	
						ULTRA320 SCSI 4-PACK	1				06/30/2009	
						2WAY 1.65GHZ PWR5+ PROC.CARD	1				06/30/2009	
Subtotal Without MES										3,266.08		
Subtotal With MES										3,266.08		
Total Charge Period Charges for Maintenance Machine List Without MES										\$3,266.08		
Total Charge Period Charges for Maintenance Machine List With MES										\$3,266.08		

See Legend for Details



# Schedule for Services

## Services List

Customer Technical Contact Name (if applicable): MICHAEL GALLAGHER  
 Customer Primary Technical Contact name: MICHAEL GALLAGHER  
 Customer Primary Technical Contact phone number: 309-888-5110

Type	Model	Serial/Order Number	Support Service	Product Group/Service Option	City	Charges	Services Start	Charges Start	Charges Stop

Specified Location: 05643941 City, State: BLOOMINGTON IL 61701-5005

SWMA FOR AIX

407.80 06/30/2009

06/30/2009  
06/30/2009

SUPPORT  
SUBSCRIPTION  
D5  
NUMBER OF PROCESSORS 2  
FULL SHIFT 1

9131 52A 0000B0066

Subtotal

Total Charge Period Charges for Services List

407.80  
\$ 407.80

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



# Schedule for Services

## Legends:

<sup>1</sup> Charge adjustments related to inventory and service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)

## <sup>2</sup> 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)

## <sup>3</sup> 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

## <sup>4</sup> Charges shown are for the Charge Period

- A (C) indicates a Machine that will have Usage Charges billed separately
- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service
- An (H) identifies a Machine on an existing ServiceElite/ServiceSuite/ ServiceElect CHIS contract with duplicate Maintenance Services Coverage
- A (K) indicates Assumptive Products included in the total Charge Period Price that are based on the customer provided configuration
- 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.

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



Proposal Prepared for:  
McLean County  
Information Technology Department  
115 E. Washington Street  
Bloomington, IL 61701  
Ph: 309-888-5106  
[mike.gallagher@mcleancountyil.gov](mailto:mike.gallagher@mcleancountyil.gov)

**Request for Bid**  
**On**  
**Network Core Switch - 2009001**

Prepared by:  
Tom Blumenshine  
Territory Account Manager  
Ph:: (309) 261-3488  
Fx: (309) 661-0160  
[tblumenshine@poweredbysit.com](mailto:tblumenshine@poweredbysit.com)

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Thank you for the opportunity to pursue a business relationship with Mclean County!

At BTS we understand that the world today is fast-paced, and technology is an ever-changing landscape, evolving daily. Almost every business relies on this shifting environment for all facets of communication. Rather than struggling to keep up with this moving target, partnering with STL Business and Technology Solutions (BTS) will allow you to focus on your core business while BTS efficiently applies expertise and focus to the technology that supports it.

We know that every business has its own unique pressures and demands. That is why we have created a service portfolio based on flexibility and agility, giving you the ability to create a solution custom tailored to your needs, and capable of evolving as they change. Offering a range of services to complement your existing IT department or to create your own virtual IT department, BTS can take the pressure out of managing your network and applications. Our core services include:

- **Business Continuity**
- **Hosting Services**
- **Remote Services**
- **Security Services**
- **Onsite IT Services**
- **Wireless Solutions**
- **Software Solutions**

The customer is at the core of BTS and our business philosophies. We partner with our clients to understand their business and thus provide the best possible solution, tailored specifically to their needs. We understand that every business is different and, therefore, has different needs. That is why we believe in a flexible approach. Our solutions are practical, scalable, and adaptable, providing you the quality, reliable results you expect.

The BTS portfolio of Business Continuity Services is designed with the flexibility to serve any business, making enterprise level solutions and techniques affordable to organizations of all sizes. Enjoy the freedom to build a business continuity solution that has the ability to grow with your business. Choose the solution that fits your needs and your budget – choose BTS.

Business and Technology Solutions, BTS, is a member of the STL family of companies, focusing on the technology component of STL's Business Continuity Services. STL is a family of companies focused on delivering holistic business continuity services. STL's unique approach to defining, delivering, and implementing business continuity solutions ensures that your business continues to run smoothly and remain focused, even during times of chaos and uncertainty.

As many business owners and executives have come to realize, business continuity must be maintained not just during disasters, but also during times of business contraction and expansion. At STL, our holistic approach



to delivering business continuity services focuses on People, Process, and Technology.

We greatly appreciate the opportunity to present solutions designed specifically for your organization. Thank you for the chance to discuss your needs; we look forward to developing a productive working relationship with your team.

As a potential business partner, we sincerely appreciate your consideration of STL Business and Technology Solutions as your partner of choice.

Thank you,

---

Tom Blumenshine



## STL BTS References

### STL BTS response to Mclean County Network Core Switch - 2009001:

Chris Rutledge, Director of Networking Services  
Illinois Wesleyan University  
Bloomington, IL 61701  
309-556-3900

STL BTS sold and is still in the process of implementing a campus wide replacement of the University's legacy Cisco infrastructure. We have been contracted for a 4-year agreement to remove the existing Cisco 4000 series chassis based switching equipment with HP ProCurve 5412zl chassis switching infrastructure. More details including a complete project plan and diagram are available upon request.

Jerry Meyer, Superintendent  
Midwest Central CUSD 191  
1010 South Washington  
Manito, IL 61546  
309-968-6868

STL BTS sold and installed HP Procurve network equipment. The project was completed over the summer vacation timeline and involved implementing a 10GE link between the High School and Junior High/Elementary School buildings, plus over 600 switched 10/100/1000MB Ethernet ports. Project documentation is available upon request.

Amy Krause, Technology Coordinator  
Pontiac Township High School District 90  
1100 Indiana Avenue  
Pontiac, IL 61764  
815-844-6113

STL sold and installed HP ProCurve switching infrastructure that replaced their legacy Cisco equipment. We helped the District reduce the complexity of their network by simplify its configuration and management. We replaced their core Cisco 3550EMI with a HP ProCurve solution.

Carol Pickett or Jeremy Allen  
Clemens Insurance  
2806 East Empire  
PO Box 5190  
Bloomington, IL 61702-5190  
309-662-2100

STL sold and installed a HP ProCurve 5412zl core switch with 96-ports of 10/100/1000Mbps Ethernet port capacity. The HP ProCurve replaces their old 3Com switching equipment.

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## Terms & Conditions

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### INTRODUCTION

- i. This Agreement is entered into by and between McLean County hereinafter called "CLIENT" and STL BUSINESS AND TECHNOLOGY SOLUTIONS, Inc., 501 S. Towanda Barnes Road, PO Box 1899, Bloomington, Illinois, 61702-1899, hereinafter called BTS.
- ii. Whereas CLIENT desires to receive services.
- iii. Whereas BTS is willing to provide such services. In consideration of the mutual promises and covenants contained herein, CLIENT and BTS agree as follows:

### SERVICES AND PERFORMANCE PERIOD

- i. BTS will perform the services described in the attached "Proposal".
- ii. The performance period for the agreed services will begin at CLIENT'S request and ultimate control.

### ADMINISTRATION

- i. CLIENT will assign a technical representative during the Performance Period. S/He is fully authorized to act for and on behalf of CLIENT except to change this Agreement. CLIENT will notify BTS in writing in advance of any change of representative or his authority. BTS will not unreasonably withhold written consent thereto. BTS will deliver to CLIENT all work in process and work completed as of the effective termination date. CLIENT will pay for all time expended and expenses incurred through this date.
- ii. BTS will perform the agreed services as a fully independent contractor to CLIENT with sole responsibility for personnel staffing.

### PAYMENT

- i. CLIENT shall pay full and complete compensation for agreed services and related expenses at the prices stated in the Proposal and covering:
- ii. Hours worked by BTS personnel in directly performing the services.
- iii. Actual and reasonable expenses directly incurred for and related to travel to perform the services. Personnel travel time is charged at the normal rate for services. BTS will provide expense reports and receipts supporting all unit expenses over \$25.00.
- iv. Purchased materials will be billed upon delivery of equipment to CLIENT. CLIENT will be made aware before purchasing any items in excess of \$100.
- v. All quoted hardware prices are subject to change without prior approval.
- vi. Prices do not include applicable taxes.
- vii. BTS will invoice CLIENT for 50% as a deposit before beginning this project. The other 50% will be billed on a time and materials basis as services are rendered.
- viii. will bill CLIENT at the end of every month.

### MISCELLANEOUS PROVISIONS

- i. This Agreement shall be construed under the laws of the State of Illinois.
- ii. BTS is an equal opportunity employer and renders its services in compliance with all applicable Federal and State laws.
- iii. For work required to be performed at the CLIENT'S facility, CLIENT will provide office space, ordinary office supplies, and support services at CLIENT'S facility for use by personnel, at no charge to BTS.
- iv. BTS warrants personnel with professional training and experience suitable to the performance of the agreed services will be available through the Performance Period. This warranty is in lieu of all other warranties, either expressed or implied. In no event shall BTS be held liable to CLIENT for loss of use, loss of profit, or any other kind of direct or consequential damages.
- v. BTS will treat as "proprietary" and/or "business confidential" all information CLIENT provides about his/her business.

NONSOLICITATION

Neither CLIENT nor CLIENT'S Employee(s) shall have the right to solicit employment to current employees of BTS or its Subcontractors for a period of two years following the termination of this Agreement. Irreparable harm should be presumed if CLIENT or CLIENT'S Employee(s) breaches the covenant in this Agreement for any reason. The faithful observance of the covenant in this Agreement is of the essence and BTS will rely in a substantial way on absolute compliance. If CLIENT acts in any of the aforementioned capacities, then the CLIENT shall immediately pay liquidated damages equal to \$25,000.00.

SPECIAL PROVISIONS

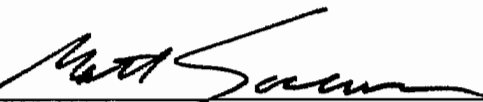
Client Technical Representative shall make his/her own time available and that of any others s/he deems useful to monitor the work and provide assistance and guidance. S/He will also provide BTS's personnel access to CLIENT'S documentation as appropriate to expedite the agreed services.

LIMITATIONS OF LIABILITY


The limit of BTS's liability (whether in contract, tort, negligence, strict liability or otherwise) to CLIENT or to any third party concerning performance or non-performance by BTS, or in any manner related to this Agreement, for any and all claims shall not exceed in the aggregate the fees paid by CLIENT to BTS during the previous year under this proposal. CLIENT'S exclusive remedy for any claim arising out of these shall be for BTS. Any action by CLIENT must be brought within two (2) years after the cause of action arose. The allocations of liability in this paragraph represent the agreed and bargained for understanding of the parties and STL Business and Technology Solutions compensation for the services reflect such allocations.

CLIENT agrees to release and hold blameless STL BUSINESS AND TECHNOLOGY SOLUTIONS from any potential loss of data as a result of the work to be completed on CLIENT'S equipment. Further, CLIENT will not hold BTS responsible for the costs associated with the recovery of any lost data.

Acceptance of Proposal:

X   
\_\_\_\_\_  
Client Signature

Date: 4-21-2009

X   
\_\_\_\_\_  
Salesperson Signature

Date: 4-1-2009

*\*\*The information contained in this document is the property of Business and Technology Solutions (BTS) and does contain confidential or privileged information. Unauthorized use of this information is strictly prohibited and may be unlawful. If you have received this information in error, please immediately notify the sender and destroy all copies of the document and any attachments.*

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF McLEAN     )

A RESOLUTION FOR REAPPOINTMENT OF PAUL D. BROWN  
AS A TRUSTEE OF THE  
BLOOMINGTON-NORMAL WATER RECLAMATION DISTRICT

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

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Paul D. Brown as a Trustee of the Bloomington-Normal Water Reclamation District for a three year term scheduled to expire on the first Monday in May, 2012 or until a successor shall have been qualified and appointed.

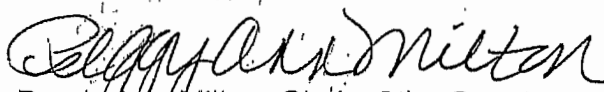
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Paul D. Brown and Peter Brandt, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

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

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STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF JEFF WILCOX  
AS A MEMBER OF THE BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT**

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

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 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 FURTHER RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jeff Wilcox as a member of the Bloomington Township Public Water District for a five year term to expire on the first Monday in May, 2014 or until a successor shall have been qualified and appointed.

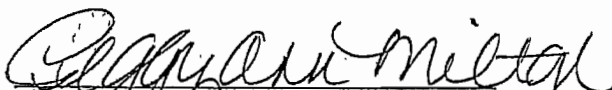
**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Jeff Wilcox and Mr. Dan Deneen, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

**APPROVED:**

  
Matt Sorensen, Chairman  
McLean County Board

**ATTEST:**

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

STATE OF ILLINOIS

COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF LAWRENCE A. HEACOCK  
AS A TRUSTEE OF THE  
BELLFLOWER FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2009 of Lawrence A. Heacock as a Trustee of the Bellflower Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 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 reappointment of Lawrence A. Heacock, as a Trustee of the Bellflower Fire Protection District for a term of three years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Lawrence A. Heacock and Darrell Hartweg, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

APPROVED:

  
Matt Sorensen, Chairman of  
McLean County Board

ATTEST:

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

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF McLEAN    )     SS

A RESOLUTION FOR REAPPOINTMENT OF FRED GENT  
AS A TRUSTEE OF THE  
CARLOCK FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2009 of Fred Gent as a Trustee of the Carlock Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 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 reappointment of Fred Gent as Trustee of the Carlock Fire Protection District for a term of three years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.

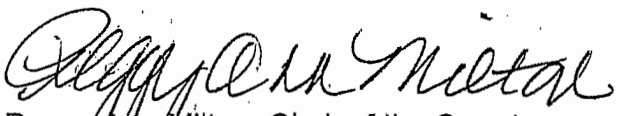
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Fred Gent and William Wetzel, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

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

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STATE OF ILLINOIS     )  
  )  
COUNTY OF McLEAN    )

A RESOLUTION FOR REAPPOINTMENT OF JOHN GRIEDER  
AS A TRUSTEE OF THE  
CARLOCK FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2009 of John Grieder as a Trustee of the Carlock Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 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 reappointment of John Grieder as a Trustee of the Carlock Fire Protection District for a term of three years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to John Grieder; William Wetzel, Attorney for the District; the County Clerk; the County Auditor and the Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

APPROVED:



Matt Sorensen  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF McLEAN    )     SS

**A RESOLUTION FOR REAPPOINTMENT OF DONALD AUGSBURGER  
AS A TRUSTEE OF THE  
CHENOA FIRE PROTECTION DISTRICT**

**WHEREAS**, due to the expiration of term on April 30, 2009 of Donald Augsburger as a Trustee of the Chenoa Fire Protection 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 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the remainder of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

**BE IT RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Donald Augsburger as a Trustee of the Chenoa Fire Protection District for a term of three years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.


**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Donald Augsburger and Al Freehill, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator.

**ADOPTED** by the County Board of McLean County, Illinois, this 21st day of April, 2009.

**APPROVED:**

  
Matt Sorensen, Chairman  
McLean County Board

**ATTEST:**

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

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STATE OF ILLINOIS        )  
                                  )  
COUNTY OF McLEAN        )        SS

A RESOLUTION OF REAPPOINTMENT OF STEPHEN L. ROUSEY  
AS A TRUSTEE OF THE CLEARVIEW SANITARY DISTRICT

WHEREAS, due to the expiration of term of Stephen L. Rousey as Trustee of the Clearview Sanitary District, it is advisable to consider a reappointment or appointment to this position; and

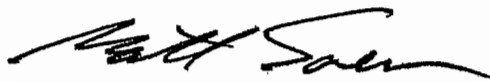
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 90, 2805/3, has the responsibility to fill the three-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Stephen L. Rousey as a Trustee of the Clearview Sanitary District for a three-year term scheduled to expire on the first Monday in May, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this Resolution of Reappointment to Stephen L. Rousey, Robert Deneen, Attorney of the Clearview Sanitary District; the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean, County, Illinois this 21<sup>st</sup> day of April, 2009.

APPROVED:



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF McLEAN    )     SS

A RESOLUTION FOR REAPPOINTMENT OF JOHN M. GILLIS  
AS A TRUSTEE OF THE  
DANVERS FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2009 of John M. Gillis as a Trustee of the Danvers Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 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 reappointment of John M. Gillis as a Trustee of the Danvers Fire Protection District for a term of three years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to John M. Gillis and Mark McGrath, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator.

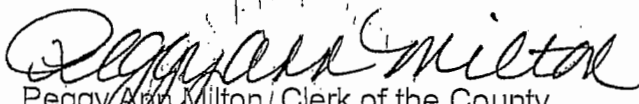
ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

APPROVED:



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS     )  
                                  )  
COUNTY OF McLEAN    )

A RESOLUTION FOR REAPPOINTMENT OF JAMES ADAMS  
AS A TRUSTEE OF THE  
DOWNS FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2009 of James Adams as a Trustee of the Downs Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 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 reappointment of James Adams as a Trustee of the Downs Fire Protection District for a term of three years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.

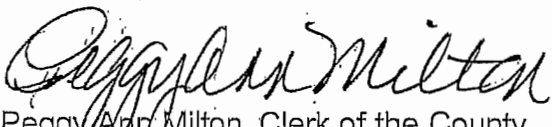
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to James Adams and Greg Knapp, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

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

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF McLEAN    )     SS

A RESOLUTION FOR REAPPOINTMENT OF GERALD L. BEDELL  
AS A TRUSTEE OF THE  
ELLSWORTH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2009 of Gerald L. Bedell as a Trustee of the Ellsworth Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 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 reappointment of Gerald L. Bedell as a Trustee of the Ellsworth Fire Protection District for a term of three years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Gerald L. Bedell and Hunt Henderson, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 21st day of April, 2009.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

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

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STATE OF ILLINOIS        )  
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COUNTY OF McLEAN        )        SS

A RESOLUTION FOR REAPPOINTMENT OF RICHARD STOLLER  
AS A TRUSTEE OF THE  
FAIRBURY RURAL FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2009 of Richard Stoller as a Trustee of the Fairbury Rural Fire Protection District, it is advisable to consider a reappointment 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 reappointment of Richard Stoller as a Trustee of the Fairbury Rural Fire Protection District for a term of three years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Richard Stoller, Kenneth L. Strong, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

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

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STATE OF ILLINOIS     )  
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COUNTY OF McLEAN    )

A RESOLUTION FOR REAPPOINTMENT OF MICHAEL D. STOLLER  
AS A TRUSTEE OF THE  
GRIDLEY FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2009 of Michael D. Stoller as a Trustee of the Gridley Fire Protection District, it is advisable to consider a reappointment or appointment to this position; and,

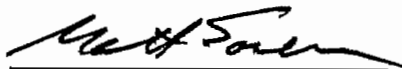
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Michael D. Stoller as a Trustee of the Gridley Fire Protection District for a term of three years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Michael D. Stoller, Benjamin Roth, Attorney for the District, the County Auditor, County Clerk and County Administrator's Office.

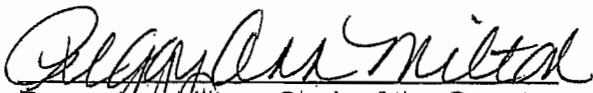
ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

APPROVED:



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



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



STATE OF ILLINOIS     )  
                                  )  
COUNTY OF McLEAN    )

A RESOLUTION FOR REAPPOINTMENT OF DALE HUSSEMANN  
AS A TRUSTEE OF THE  
HUDSON FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2009 of Dale Hussemann as a Trustee of the Hudson Fire Protection District, it is advisable to consider a reappointment to this position; and,

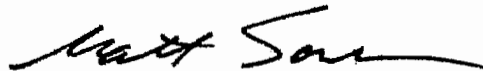
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Dale Hussemann as a Trustee of the Hudson Fire Protection District for a term of three years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Dale Hussemann and Ralph Turner, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator.

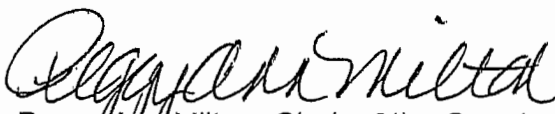
ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

APPROVED:



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS)  
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COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF DAVID D. DUZAN  
AS A TRUSTEE OF THE  
LEXINGTON FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2009 of David D. Duzan as a Trustee of the Lexington Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

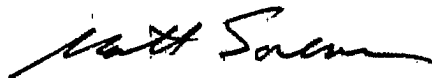
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of David D. Duzan as a Trustee of the Lexington Fire Protection District for a term of three years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to David D. Duzan and Al Freehill, Attorney for the District, as well as the County Clerk, County Auditor, and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

APPROVED:



Mat Sorensen, 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        )  
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COUNTY OF McLEAN        )        SS

A RESOLUTION FOR REAPPOINTMENT OF EDWIN EADES  
AS A TRUSTEE OF THE  
OCTAVIA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2009 of Edwin Eades as a Trustee of the Octavia Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

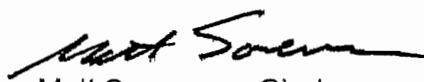
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Edwin Eades as a Trustee of the Octavia Fire Protection District for a term of three years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Edwin Eades.

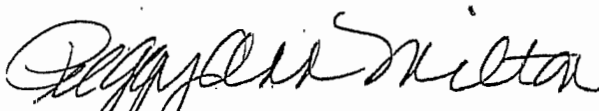
ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

APPROVED:



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS )  
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COUNTY OF McLEAN ) SS

A RESOLUTION OF REAPPOINTMENT OF KENT PETERSEN  
AS A TRUSTEE OF THE  
OCTAVIA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2009 of Kent Petersen as a Trustee of the Octavia Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

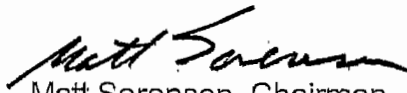
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Kent Petersen as a Trustee of the Octavia Fire Protection District for a term of three years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.

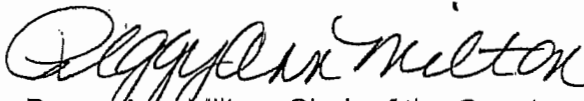
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Kent Petersen, the County Auditor, County Clerk and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

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

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STATE OF ILLINOIS        )  
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COUNTY OF McLEAN        )        SS

A RESOLUTION FOR REAPPOINTMENT OF JAMES MURPHY  
AS A TRUSTEE OF THE  
RANDOLPH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2009 of James Murphy as a Trustee of the Randolph Fire Protection District, it is advisable to consider a reappointment or appointment to this position; and,

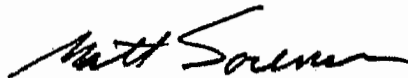
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of James Murphy as a Trustee of the Randolph Fire Protection District for a term of three years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to James Murphy and James DePew, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

APPROVED:



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS     )  
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COUNTY OF McLEAN    )

A RESOLUTION FOR REAPPOINTMENT OF DAVID FEESE  
AS A TRUSTEE OF THE  
SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2009 of David Feese as a Trustee of the Saybrook-Arrowsmith Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

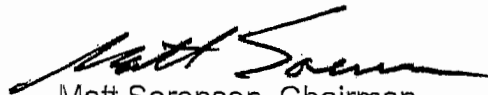
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of David Feese as a Trustee of the Saybrook-Arrowsmith Fire Protection District for a term of three years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Mr. David Feese, Mr. Martin Tipsord, the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

APPROVED:



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS     )  
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COUNTY OF McLEAN    )

A RESOLUTION FOR REAPPOINTMENT OF MARTIN TIPSORD  
AS A TRUSTEE OF THE  
SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2009 of Martin Tipsord as a Trustee of the Saybrook-Arrowsmith Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 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 reappointment of Martin Tipsord as Trustee of the Saybrook-Arrowsmith Fire Protection District for a term of three-years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Martin Tipsord, as well as the County Auditor, County Clerk and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009,

APPROVED:



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS        )  
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COUNTY OF McLEAN        )

A RESOLUTION FOR REAPPOINTMENT OF LARRY SANS  
AS A TRUSTEE OF THE  
TOWANDA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2009 of Larry Sans as a Trustee of the Towanda Fire Protection District, it is advisable to consider a reappointment 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 reappointment of Larry Sands as Trustee of the Towanda Fire Protection District for a term of three years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Larry Sans and James Sinclair, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator.


ADOPTED by the County Board of McLean County, Illinois, this 21st day of April, 2009.

APPROVED:



Matt Sorensen  
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 EVERETT LAESCH  
AS A TRUSTEE OF THE  
CARLOCK FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2009 of Ralph T. Wherry as a Trustee of the Carlock Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

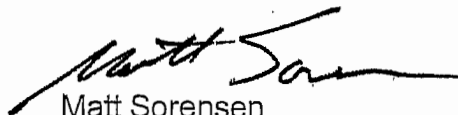
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Everett Laesch as a Trustee of the Carlock Fire Protection District for a term of three years to expire on April 30, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Everett Laesch; William Wetzel, Attorney for the District; the County Clerk; the County Auditor and the County Administrator.


ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

APPROVED:



Matt Sorensen  
McLean County Board

ATTEST:



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

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

EXECUTIVE COMMITTEE

Member Owens, Vice Chairman, presented the following:

EMPLOYMENT AGREEMENT

This AGREEMENT, made and entered into this 21<sup>st</sup> day of April, 2009, by and between the COUNTY OF McLEAN, ILLINOIS, a Body Politic and Corporate (hereinafter called Employer), and WALTER F. LINDBERG (hereinafter called Employee, both parties understand and agree as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said WALTER F. LINDBERG as County Administrator of the County of McLean, as provided by an Ordinance entitled "County Administrator" (McLean County Revised Code, Chapter 2) effective December 9, 1975, and amended the 20<sup>th</sup> day of October, 1992; and

WHEREAS, it is the desire of the McLean County Board, to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the County Board: (1) to secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) to provide a just means for terminating Employee's services at such time as he may be unable to discharge his duties fully due to age or disability or when Employer may otherwise desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as County Administrator of said County;

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

**Section 1. Duties**

The Employer agrees to employ WALTER F. LINDBERG as the County Administrator to perform the functions and duties as set forth in the Ordinance entitled: "County Administrator" (McLean County Revised Code, Chapter 2, as adopted or hereinafter amended by Employer) and to perform other duties as the Employer may from time to time legally assign to the Employee.

**Section 2. Term**

- A. It is mutually understood and agreed between the parties that the employment relationship herein created is terminable at will and nothing in this Agreement shall prevent, limit or otherwise interfere with the right and authority of the Employer to terminate the services of Employee at any time. In the event the Employer terminates the employment of Employee, the provisions set forth in Section 4, paragraphs A and B shall apply to the extent said provisions are applicable to the facts in existence at the time of termination.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee, at any time, to resign from his position with Employer. In the event Employee resigns his position as the County Administrator, the provisions set forth in Section 4, paragraph C of this Agreement shall apply as applicable.
- C. The terms of this Agreement shall be effective through to and including May 31, 2011. In the event the County Board does not give prior written notice of its intent not to renew this Agreement within sixty days of

May 31, 2011, this Agreement shall continue and be extended on the same terms and conditions as herein provided, all for an additional period of two years. The parties specifically understand this paragraph relates to the term of this written document; and the use of the word "termination" in this paragraph only relates to the continuation of the terms of this written document and not to the continuation or discontinuation of the Employer/Employee relationship which may extend beyond May 31, 2011 under a successor written Agreement.

- D. Employee agrees to remain in the exclusive employ of the Employer until May 31, 2011, and Employee shall not accept compensation for other employment unless or until the instant employment relationship is terminated by the Employer or the Employee resigns. It is mutually understood that nothing in this paragraph shall prohibit occasional teaching, writing or consulting activities of the Employee performed on the Employee's own time or to periodic military reserve service and to the extent such other activities (except military service) do not intrude upon the Employee's ability to fully perform the services reasonably expected of him as the County Administrator.

### **Section 3. Suspension**

Employer may suspend the Employee any time during the term of this Agreement, but only under the following circumstances;

- (1) A majority of the County Board so votes and Employee agrees, and provision is made for full payment to Employee of compensation and benefits, or
- (2) After a hearing conducted in executive session, a majority of the County Board votes to suspend Employee for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least ten days prior to such hearing; the County Board may, in its sole

discretion, determine such suspension to be either with or without pay to Employee during the period of suspension.

#### **Section 4. Termination and Severance Pay**

A. In the event the employment relationship is terminated by the County Board, other than for just cause, during such time that Employee is ready, willing and able to perform his duties under this Agreement, then, in that event, Employer agrees to pay Employee a severance payment as follows:

- Step 1: The Employee's annual base salary in effect on the date of termination shall be divided by 12 and multiplied by four.
- Step 2: Any amounts required by law to be deducted (i.e. Federal Income Tax, F.I.C.A., State Income Tax, IMRF) shall be subtracted from the figure arrived at in Step 1.
- Step 3: An amount equal to the remainder as determined in Steps 1 and 2 shall be paid over as the severance payment within 14 days of the date of termination.

The aforescribed severance payment shall be in addition to payment for any accrued but yet unpaid vacation, holiday or sick pay and salary on the date of termination.

In the Event Employee is terminated for just cause or after being found guilty by a Court of competent jurisdiction of a felony, bribery, perjury, fraud, theft or any infamous crime; then, in that event, Employer shall have no obligation to Employee for the severance payment as described in this paragraph.

- B. In the event Employer at anytime during the term of this Agreement as described in Section 2 C, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all non-bargaining unit employees of Employer, or in the event the Employer refuses, following written notice from Employee, to comply with any other provision herein benefitting Employee; or the Employee resigns following the adoption of a Resolution by a majority of the County Board that the Employee be requested to tender his resignation; the Employee may, at his option, deem his employment to be "terminated" within the meaning and context of the severance pay provisions, on the effective date of such reduction; or date the County refuses to comply; or the date of the adoption of the aforescribed Resolution.
- C. In the event the Employee voluntarily resigns his position with Employer, Employee agrees to give Employer 60 days written notice in advance of the effective date of the resignation.

#### **Section 5. Disability**

If Employee becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate the employment relationship, subject to the severance pay benefits of Section 4, paragraph A. However, Employee shall be compensated for any accrued and unpaid sick leave, vacation, holidays, and other accrued benefits as provided for other employees of Employer generally.

## **Section 6. Salary**

Employer agrees to pay Employee for services rendered as the McLean County Administrator at a base annual salary rate of \$125,141.84, payable as earned in equal installments at the same time as the other employees of the County who regularly perform their duties in the McLean County Courthouse are paid. In addition, Employer may increase said base salary and/or other benefits of Employee in such amounts and to such extent as the County Board may determine that it is desirable to do so on the basis of semi-annual performance review of said Employee made as similar consideration is given other employees generally. The amount of any such increase shall be completely within the purview of the McLean County Board and such increase shall be no less than the across the board increase given non-bargaining unit employees as set forth in the following paragraph.

Any increases granted non-collective bargaining unit employees in the period from April 21, 2009 through May 31, 2011 shall become effective as to Employee.

Salary payments are contingent upon the existence of an actual employment relationship between the parties as herein defined. It is further understood that in the event the Employee resigns or the employment relationship is otherwise terminated, neither Employee, his estate nor his heirs shall thereafter have any claim for any additional salary except for such salary installments as have accrued but are yet unpaid; and such unpaid sick pay, holiday pay, vacation and other payments generally made to all other employees of Employer upon severance of their employment relationship plus severance pay, if applicable.

## **Section 7. Performance Evaluation**

- A. The County Board shall review and evaluate the performance of the Employee annually at the same time as similar review and evaluations are given other employees generally. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee, after consultation with the Board Chairman and Executive Committee. Said criteria may be added to or deleted from as the County Board may from time to time determine in consultation with the Employee. Further, the County Board Chairman shall provide the Employee with a summary written statement of the findings of the County Board and provide an adequate opportunity for Employee to discuss his evaluation with the County Board.
  
- B. Annually, the Executive Committee of the County Board shall meet with the Employee and establish goals and performance objectives for the position which the parties determine to be necessary for the proper operation of the County and for the attainment of the County Board's policy objectives for the six month period to follow. The parties shall establish the relative priority among those various goals and objectives. The goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

## **Section 8. Hours of Work**

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take compensatory time off as he shall deem appropriate during said normal office hours; however, in no event shall such compensatory time



exceed the number of hours Employee devoted to the business of the Employer outside the normal office hours. For purposes of this Agreement, normal office hours are defined as the time between 8:00 A.M. and 4:30 P.M. Monday through Friday (excluding any day the County is closed for holiday as set by the McLean County Board).

Due to the nature of the duties and the unexpected demands of the position of County Administrator, it is not possible to establish specific rules for the aforementioned "compensatory time." It is mutually understood and agreed that although Employee is free to determine when he shall exercise this prerogative, such exercise will be done at such times as to cause a minimum of disruption in the Employer's affairs.

#### **Section 9. Outside Activities**

Employee shall not spend more than 10 hours per week in teaching, consulting or other non-Employer connected remunerative business without the prior approval of the County Board. Employee agrees not to accept any outside activity which may create a fiduciary conflict of interest between the outside activity and the interest of Employer. Employee also agrees to arrange any "outside activity" at such times and places as not to intrude upon the Employee's ability to devote his full time attention to the Employer's affairs.

#### **Section 10. Moving and Automobile Expenses**

- A. Employer will pay direct costs of moving household goods and personal effects to McLean County. Employee shall secure and submit three bids for approval.
  
- B. Employee's duties require that he shall have the exclusive and unrestricted use at all time during his employment with Employer of an

automobile. Employee shall provide his own automobile. With this in mind, Employer agrees to pay Employee the IRS approved automobile mileage rate for use of his automobile on County business. Employee is solely responsible for all costs and expenses for the purchase, repair, maintenance, personal insurance, license and registration costs or any other expenses associated with such automobile. The Employee is solely liable for the payment of any fines or fees upon conviction of a violation of any traffic law or traffic ordinance.

#### **Section 11. Vacation, Sick and Military Leave**

Employee shall accrue and be granted vacation and sick leave at the same rate as other general non-bargaining unit employees of Employer. Leave for military duty shall be granted as provided by law.

#### **Section 12. Disability, Health and Life Insurance**

- A. Employer agrees to put into force and to make required premium payments for Employee as are provided other general employees of the Employer for life, accident, sickness, disability income benefits, major medical and dependent's coverage either through group insurance covering Employee and his dependents or a self-funded medical benefit program. The choice shall be the Employer's exclusively.
- B. Employer agrees to provide hospitalization, surgical and comprehensive medical benefits for Employee and his dependents and to pay the premiums thereon equal to that which is provided all other non-bargaining unit employees of Employer, or in the event no such plan exists, to provide same for Employee.

- C. Employee agrees to submit once per calendar year to a complete physical examination by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer. Employer and Employee shall receive a copy of all medical reports related to said examination.

**Section 13. Retirement**

- A. Employer agrees to maintain all necessary agreements required for Employer's participation in a mutually acceptable retirement plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to annually pay an amount to the Employee's deferred compensation plan on Employee's behalf, in equal proportionate amounts of \$788.45 each pay period, and to transfer ownership to succeeding employers upon Employee's resignation or discharge. The amount of the Employer's contribution shall be determined annually hereafter by the County Board.
- B. Employee may make payments to an approved tax deferred compensation plan in the maximum amount allowable under such plan in the event it is adopted.

**Section 14. General Expenses**

- A. Employer recognizes that certain expenses of a non-personal and generally job affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said reasonable general expenses as approved by the County Board and the County Treasurer is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

- B. Employer recognizes the value of Employee's participation and leadership in related professional associations, e.g. National Association of County Administrators and International City/County Managers Association. Employer will pay dues and reimburse reasonable expenses as approved by the County Board.

**Section 15. Indemnification**

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Administrator.

The decision to compromise, settle, litigate or appeal any such claim or demand rests solely with the County of McLean. Provided however, Employer shall have no duty or obligation under this paragraph if Employee fails to give Employer reasonable notice of an impending claim or lawsuit.

**Section 16. Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**Section 17. Other Terms and Conditions of Employment**

- A. The County Board, in consultation with the County Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the McLean County Code, or any other law.

- B. All provisions of the County Code, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other non-bargaining unit employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.
  
- C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, except as herein provided, including provisions governing accrual and payment therefore on termination of employment.

**Section 18. No Reduction of Benefits**

Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree such a reduction is across-the-board for all non-bargaining unit employees of the Employer.

**Section 19. Notices**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Chairman  
McLean County Board  
Government Center, Room 401  
Bloomington, Illinois 61702-2400
  
- (2) EMPLOYEE: Walter F. Lindberg  
Government Center, Room 401  
Bloomington, Illinois 61702-2400

Agreement shall remain in full force and effect, if such balance can fairly and completely set forth and achieve the intent of the parties.

IN WITNESS WHEREOF, the County of McLean has caused this Agreement to be signed and executed in its behalf by its County Board Chairman, and duly attested by its County Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first below written.

ATTEST:

APPROVED:



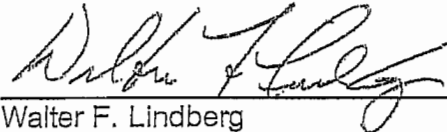
Peggy Ann Milton, Clerk of the  
McLean County Board



Matt Sorensen, Chairman  
McLean County Board

AGREED:

DATE:



Walter F. Lindberg  
County Administrator

4-21-2009

Member Owens stated: Thank you Mr. Chairman. Unless there are any question on A, 1, b then we would need to go to Executive Session. If not, we can go ahead and I will move to that item, unless there are any questions.

Chairman Sorensen stated: Are you moving b, with the understanding that if there's active discussion, we'll go into Executive Session?

Member Owens/Segobiano moved the County Board approve a Request Approval of the Employment Contract between the County and Mr. Walter F. Lindberg. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Chairman Sorensen stated: While I think we all agree that May 22<sup>nd</sup> will be a sad day for McLean County while Mr. Zeunik retires, this agreement being in place will make it a little bit brighter. Congratulations Mr. Lindberg.

Member Owens stated: There are no other items for action, there are various minutes from the various committees. I will just point out that the Rules Sub-Committee did meet, and will be hosting a parliamentary procedure later on in the next few months, for any Board Member to attend. There will be a run down synopsis of the most commonly used procedures so Board Members are aware of how they can be able to have parliamentary questions if they arise on the Board. The General Report can be found on pages 42-50 in your packet.

## TRANSPORTATION COMMITTEE

Member Cavallini, Chairman, presented the following:

Member Cavallini stated: Yes, I have a report I want to present. Our General Report can be found on pages 69-77 in your packet. We do have an item here that I want to present; this was given to me by Eric Schmitt. The copy of the Eastside Highway Corridor final report was placed in all of the County Board Members mail boxes and the Administrator's Office for review following the Transportation Committee meeting. The Committee plans on having a public hearing to review the report before it comes to Board for approval in June or July.

**FINANCE COMMITTEE**

Member Owens, Chairman, presented the following:

**AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT  
TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN DEWITT, FORD, IROQUOIS, LIVINGSTON AND MOLEAN COUNTIES**

WHEREAS, the above named Agreement stipulated that public transit service is essential to the transportation of persons in non-urbanized areas; and

WHEREAS, the Participants of the above named Agreement wish to provide public transportation for their citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, the above named Agreement stipulated that any revisions to the Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representatives of each

THEREFORE BE IT RESOLVED BY THE PARTICIPANTS

1. That since the service provider currently named as Meadows Mennonite Retirement Community, a not-for-profit corporation d/b/a SHOW BUS, will become (effective July 1, 2009) a not-for-profit corporation SHOW BUS Public Transportation NFP that the above named Participants amend the Intergovernmental Agreement to reflect this change in the name of the service provider.
2. That only one original copy of this Amendment shall be signed and executed by the Participants and that any photocopies of the executed Amendment shall be deemed to be duplicate originals.

APPROVED by the Ford County Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Ford County Board Chair  
ATTEST: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED by the Iroquois County Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Iroquois County Board Chair  
ATTEST: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED by the Livingston County Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Livingston County Board Chair  
ATTEST: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED by the MoLean County Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
MoLean County Board Chair  
ATTEST: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED by the DeWitt County Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
DeWitt County Board Chair  
ATTEST: \_\_\_\_\_  
Date: \_\_\_\_\_



**AN INTERGOVERNMENTAL AGREEMENT  
TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN FORD, IROQUOIS, LIVINGSTON AND MCLEAN COUNTIES**

This Agreement is entered into by and between Ford, Iroquois, Livingston and McLean Counties (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

**WHEREAS**, the provision of public transit service is essential to the transportation of persons in non-urbanized areas; and

**WHEREAS**, the Participants wish to provide public transportation for their citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

**WHEREAS**, it is the mutual desire of the Participants that McLean County be designated as the "Primary Participant"

**THEREFORE BE IT RESOLVED BY THE PARTICIPANTS**

1. That application be made by McLean County, the Primary Participant, to the Division of Public Transportation, Department of Transportation, State of Illinois, for financial assistance grants under Section 5311 of the Federal Transit Act of 1991, for the purpose of off-setting a portion of the Public Transportation Program operating deficits of the Participants.
2. That the McLean County Board Chairman is hereby authorized and directed to execute and file on behalf of the Participants the grant applications named above.
3. That the McLean County Board Chairman is hereby authorized and directed to execute and file on behalf of the Participants all required Grant Agreements with the Illinois Department of Transportation.
4. That it shall be the responsibility of the Primary Participant to receive all Section 5311 funds from the Illinois Department of Transportation and disburse them to Meadows Mennonite Retirement Community, a not-for-profit corporation d/b/a SHOW BUS, the service provider under the terms and conditions of the agreement.
5. That the delivery of services by the service provider will be made in accordance with agreements entered into by the service provider and the Primary Participant.
6. That any revisions to this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.

7. That this Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations or court action, or when Participants agree that a new Agreement would meet their particular needs.

8. That this Agreement is binding upon the Participants, their successors and assigns.

9. That if any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.

10. That this Agreement will be ongoing unless a Participant chooses to withdraw from the Agreement.

11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.

APPROVED by the Ford County Board on the 12th day of March, 1996

*[Signature]*  
Ford County Board Chairman

ATTEST: *[Signature]*

Date March 12, 1996

APPROVED by the Iroquois County Board on the 12th day of March, 1996

*[Signature]*  
Iroquois County Board Chairman

ATTEST: *[Signature]*

Date March 12, 1996

APPROVED by the Livingston County Board on the 12th day of March, 1996

*[Signature]*  
Livingston County Board Chairman

ATTEST: *[Signature]*

Date March 14, 1996

APPROVED by the McLean County Board on the 19th day of March, 1996

*[Signature]*  
McLean County Board Chairman

ATTEST: *[Signature]*

Date MARCH 19, 1996

AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT  
TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN FORD, IROQUOIS, LIVINGSTON AND MCLEAN COUNTIES

WHEREAS, the above named Agreement stipulated that public transit service is essential to the transportation of persons in non-urbanized areas; and

WHEREAS, the Participants of the above named Agreement wish to provide public transportation for their citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, the above named Agreement stipulated that any revisions to the Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representatives of each

THEREFORE BE IT RESOLVED BY THE PARTICIPANTS

1. That funding through the Downstate Operating Assistance Program be sought by McLean County, the Primary Participant, through an appropriation secured and approved by the General Assembly and that any/all applications and verifications deemed necessary by the Illinois Department of Transportation will be submitted in order to access such funds.
2. That the McLean County Board Chairman is hereby authorized and directed to execute and file on behalf of the participants the above described documentation.
3. That all provisions for receipt and disbursement of such funds and for the delivery of the resultant services will follow in accordance with the Intergovernmental Agreement for which this serves as an Amendment.
4. That only one original copy of this Amendment shall be signed and executed by Participants and that any photocopies of the executed Amendment shall be deemed to be duplicate originals.

APPROVED by the Ford County Board on the 12<sup>th</sup> day of February, 2007

Albee Smith  
Ford County Board Chair

ATTEST: Linda Kellehals  
Date: February 12, 2007

APPROVED by the Iroquois County Board on the 13<sup>th</sup> day of February, 2007

Ronald Schweder  
Iroquois County Board Chair

ATTEST: Mark R. Henn  
Date: February 13, 2007

APPROVED by the Livingston County Board on the 15 day of Feb, 2007

Bill Flott  
Livingston County Board Chair

ATTEST: Kirsty A. Masching  
Date: Feb 16, 2007

APPROVED by the McLean County Board on the 20<sup>th</sup> day of Feb, 2006

[Signature]  
McLean County Board Chair

ATTEST: [Signature]  
Date: Feb 21, 2006

AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT  
TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN FORD, IROQUOIS, LIVINGSTON AND MCLEAN COUNTIES

WHEREAS, the above named Agreement stipulated that public transit service is essential to the transportation of persons in non-urbanized areas; and

WHEREAS, the Participants of the above named Agreement wish to provide public transportation for their citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, the above named Agreement stipulated that any revisions to the Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representatives of each

THEREFORE BE IT RESOLVED BY THE PARTICIPANTS

1. That since DeWitt County also has stipulated that public transit service is essential to the transportation of persons in non-urbanized areas and wishes to provide public transportation for their citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof, that the above named Participants amend the Intergovernmental Agreement to include DeWitt County as a Participant, bound by conditions in the Agreement and all Amendments to the Agreement.

2. That all future Amendments shall list the Participants as: DeWitt, Ford, Iroquois, Livingston and McLean Counties.

3. That only one original copy of this Amendment shall be signed and executed by the original Participants and DeWitt County and that any photocopies of the executed Amendment shall be deemed to be duplicate originals.

APPROVED by the Ford County Board on the 14th day of January, 2008

Debbie Smith  
Ford County Board Chair

ATTEST:

Date: 1/14/08

APPROVED by the Iroquois County Board on the 6th day of Jan, 2008

Ronald Schneider By J.W.  
Iroquois County Board Chair

ATTEST:

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

APPROVED by the Livingston County Board on the 17th day of January, 2008

B. Holt  
Livingston County Board Chair

ATTEST:

Date: 01-17-08

APPROVED by the McLean County Board on the 18th day of December, 2007

Mark Som  
McLean County Board Chair

ATTEST:

Date: 12-18-07

APPROVED by the DeWitt County Board on the 24 day of Jan, 2008

Steve Poble  
DeWitt County Board Chair

ATTEST:

Date: 1-24-08

Member Owens/Cavallini moved the County Board approve a Request Approval to Amend the Current Intergovernmental Agreement with Ford, Iroquois, Livingston, and DeWitt Counties to Incorporate a name change from SHOWBUS to SHOW BUS Public Transportation NFP - Building and Zoning. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

A RESOLUTION OF THE McLEAN COUNTY BOARD  
SETTING FORTH SPECIFIC RECOMMENDATIONS FOR THE  
FISCAL YEAR 2009 GENERAL FUND  
ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, pursuant to Chapter 55, *Illinois Compiled Statutes* (2006), Paragraph 5/6-1002, the County Board of the County of McLean, Illinois, has considered and determined the amount of monies estimated and deemed necessary to meet and defray all legal liabilities and necessary expenditures to be incurred by and against the County of McLean for the 2009 Fiscal Year beginning January 1, 2009 and ending December 31, 2009, and has further listed and specified the several detailed statements of budgeted itemized County expenditures; and

WHEREAS, reductions in revenue received from the State of Illinois for sales and use tax, income tax and personal property tax replacement have caused Fiscal Year 2009 General Fund revenue to decline by \$314,384.00 after the first three months of Fiscal Year 2009; and

WHEREAS, it is necessary and prudent to set forth specific recommendations for the Fiscal Year 2009 General Fund Annual Appropriation and Budget Ordinance to reflect these circumstances; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session that the following recommendations for the Fiscal Year 2009 General Fund Annual Appropriation and Budget are hereby approved and adopted:

- (1) The REVISED Fiscal Year 2009 Annual Appropriation and Budget expenditure ceiling for the County offices and departments in the General Fund is hereby set at \$31,884,028.00, as listed on the attached Exhibit #1, which is hereby incorporated and made a part of this Resolution. All Expenditure accounts will be reviewed and all General Fund departments and offices will cooperate with the County Administrator to achieve a targeted spending reduction of at least \$500,000.00.
- (2) For the balance of the fiscal year, all requests to fill Open Positions that become vacant in the County offices and departments in the General Fund shall be reviewed by the County Administrator prior to being filled. The County Administrator will take all necessary steps to manage General Fund salary attrition in order to reach a target savings of \$300,000.00 less than budgeted amounts.
- (3) In order to maintain an adequate Fund Balance, non-essential capital projects that have been encumbered and carried forward from Fiscal Year 2008 will be cancelled and the encumbered funds will be restored to the Fund Balance of the General Fund, except in cases where contractual commitments or emergency needs are deemed by the County Administrator to outweigh the benefits of reversing such encumbrances. The County Administrator will target \$300,000.00 in restorations to the Fund Balance.
- (4) General Fund Revenue accounts will be reviewed in light of current economic circumstances, and reduced or increased as appropriate. The County Administrator will identify \$150,000.00 in specific General Fund revenue increases.

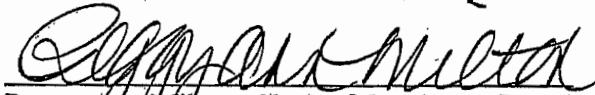
(2)

- (5) County offices and departments in the General Fund are hereby directed to prepare REVISED Fiscal Year 2009 departmental budgets in accordance with the provisions of this Resolution and to submit this REVISED Fiscal Year 2009 departmental budget to the County Administrator's Office on or before April 30, 2009.
- (6) The County Administrator is hereby directed to prepare an AMENDED Fiscal Year 2009 Annual Appropriation and Budget Ordinance for the General Fund for presentation and review by the Finance Committee and Executive Committee during the monthly Committee meeting cycle in May, 2009.
- (7) The County Clerk is hereby directed to forward a certified copy of this Resolution to the County Auditor, County Treasurer, and County Administrator.

ADOPTED by the County Board of the County of McLean, Illinois, this 21<sup>st</sup> day of April, 2009.

ATTEST:

ADOPTED:

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

  
Matt Sorensen, Chairman  
McLean County Board

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Exhibit #1

<u>Fiscal Year 2009 Adopted Budget</u>	<u>Spending Reduction</u>	<u>Attrition</u>	<u>Fund Balance</u>	<u>Revenue Additions</u>
\$32,384,028	<u>\$500,000</u>	\$300,000	\$300,000	\$150,000
<b>Revised General Fund Expenditures</b>	<b><u>\$31,884,028</u></b>			

Member Owens/Segobiano moved the County Board approve a Request Approval of a Resolution of the McLean County Board setting forth Specific Recommendations for the Fiscal Year 2009 General Fund Annual Appropriation and Budget Ordinance - County Administrator's Office.

Member Owens stated: If I may just make a comment again, I want to thank the Administrator's Office for bringing this forth and my report from the Administrator's Office is that the Department Heads that have been contacted to look at their budgets have been very cooperative and we will bring forth recommendations next month. That will be Mr. Zeunik's last Finance Committee meeting and we look forward to the recommendations he will bring forth. So again, we want to thank him as he's continued to keep keeps an eye on our budget to be sure we tighten it down.

Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD  
AUTHORIZING THE STATES ATTORNEY  
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY

WHEREAS, the State's Attorney has recruited a candidate to fill the position of First Civil Assistant State's Attorney, upon the retirement of the incumbent First Civil Assistant State's Attorney; and,

WHEREAS, the State's Attorney has requested authorization from the Finance Committee to offer a salary above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the candidate recruited to fill the position of First Civil Assistant State's Attorney; and,

WHEREAS, the Finance Committee, at its meeting on Wednesday, April 8, 2009, recommended approval of the request of the State's Attorney to offer a salary above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the candidate recruited to fill the position of First Civil Assistant State's Attorney; now, therefore,

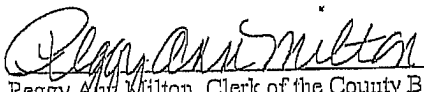
BE IT RESOLVED by the McLean County Board, now in regular session, as follows:

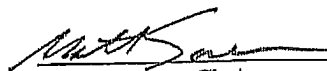
- (1) That the State's Attorney is hereby authorized to offer a starting salary above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the candidate recruited to fill the position of First Civil Assistant State's Attorney.
- (2) That the State's Attorney is directed to work with the County Administrator's Office in preparing the salary offer to be made above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the candidate to fill the position of First Civil Assistant State's Attorney.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the State's Attorney, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 21st day of April, 2009.

ATTEST:

APPROVED:

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

  
Matt Sorensen, Chairman  
McLean County Board

Member Owens/Caisley moved the County Board approve a Request Approval of a Resolution of the McLean County Board Authorizing the State's Attorney to Offer a Salary above the Starting Maximum Salary. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Owens, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD  
AUTHORIZING THE STATES ATTORNEY  
TO OFFER AN EQUITY ADJUSTMENT TO THE SALARY  
OF THE FIRST CRIMINAL ASSISTANT STATE'S ATTORNEY

WHEREAS, the State's Attorney has requested authorization from the Finance Committee to offer a salary above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the candidate recruited to fill the position of First Civil Assistant State's Attorney; and,

WHEREAS, the proposed starting salary offered to the candidate recruited to fill the position of First Civil Assistant State's Attorney will result in that position being paid at a higher salary than the First Criminal Assistant State's Attorney; and,

WHEREAS, the State's Attorney has requested authorization from the Finance Committee to offer an equity adjustment to the salary of the First Criminal Assistant State's Attorney in order to bring this salary in line with the proposed starting salary offered to the candidate recruited to fill the position of First Civil Assistant State's Attorney; and,

WHEREAS, the Finance Committee, at its meeting on Wednesday, April 8, 2009, recommended approval of the request of the State's Attorney to offer an equity adjustment to the salary of the First Criminal Assistant State's Attorney in order to bring this salary in line with the proposed starting salary offered to the candidate recruited to fill the position of First Civil Assistant State's Attorney; now, therefore,

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


- (1) That the State's Attorney is hereby authorized to offer an equity adjustment to the salary of the First Criminal Assistant State's Attorney in order to bring this salary in line with the proposed starting salary offered to the candidate recruited to fill the position of First Civil Assistant State's Attorney.
- (2) That the State's Attorney is directed to work with the County Administrator's Office in preparing the equity adjustment to the salary of the First Criminal Assistant State's Attorney.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the State's Attorney, the County Treasurer, and the County Administrator.

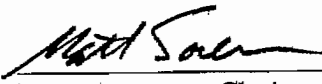
(2)

ADOPTED by the McLean County Board this 21st day of April, 2009.

ATTEST:

APPROVED:

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

  
Matt Sorensen, Chairman  
McLean County Board

Member Owens/Nuckolls moved the County Board approve a Request Approval of a Resolution of the McLean County Board Authorizing the State's Attorney to Offer a Equity Adjustment to the Salary of the First Criminal Assistant State's Attorney. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens stated: The General Report can be found on pages 90-102 in your packet.

## JUSTICE COMMITTEE

Member Renner, Chairman, presented the following:

### BOARD of TRUSTEES of ILLINOIS STATE UNIVERSITY

#### AGREEMENT

This Agreement entered into this 21st day of April, 2009 between the County of McLean, a body Corporate and Politic and Board of Trustees of Illinois State University (Board) pursuant to the following terms and conditions.

Dr. Sesha Kethineni a professor associated within the College of Applied Science and Technology specifically the Department of Criminal Justice Sciences at Illinois State University will assure quality control, report writing, data management, and attendance at meetings to address data issues for the Redeploy Illinois Program that targets populations and eligibility of juvenile delinquent youth referred to agencies under the Redeploy Illinois Program; a grant project utilizing funds received from the Illinois Department of Human Services, this will be done by the following:

- a. To provide training in the use of the Statistical Package for Social Sciences analytical software
- b. To develop templates for data entry
- c. To provide data management and analysis
- d. To attend meetings of the collaborative team and provide analysis, and quarterly reports to the Illinois Department of Human Services

It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.

1. The Board shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.
2. The Board shall, at all times during this term, maintain (a) Commercial General Liability in the amount of \$1,000,000 per occurrence (combined single limit bodily injury and property damage) and \$2,000,000 Annual Aggregate. Upon request, Board shall provide a certificate of insurance as evidence of coverage.
3. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

County of McLean agrees:

- a. To collaborate with Dr. Kethineni in, quality control, data management, report writing, and attending meetings to address the data issues.

- b. To identify a contact person for conflict resolution/problem solving and keep that name current with Dr. Kethineni.
- c. To remit payment within 60 days of receipt of billing.
- d. To make payment by check issued to Illinois State University.
- e. To define the following outcomes:
  - i. Reduction of county commitments to the Illinois Department of Juvenile Justice
- f. To provide up to \$22,613.00 to Illinois State University for quality assurance, report writing, data management and analysis for the first twelve months of the contract.

Both parties agree:

1. This Agreement shall be in full force and effect for one year after the above referenced date and shall be automatically renewed for an additional one year
2. This Agreement is subject to the receipt of Redeploy Illinois Program funds from the Illinois Department of Human Services
3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
4. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
5. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.
6. This Agreement may not be assigned or Subcontracted by The Board to any other person or entity without the written consent of the County of McLean.
7. This Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
8. This Agreement shall not be amended unless in writing expressly stating that it constitutes an amendment to this Agreement signed by the parties hereto. The County of McLean shall not be liable to The Board for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by the County of McLean in a writing approved by and signed by a person with lawful authority granted by the County of McLean to execute such writing.
9. That the foregoing and the attached document (s) (if any) constitute all of the agreement

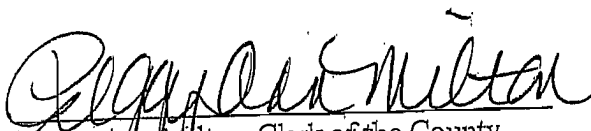
between the parties and in witness thereof the parties have affixed their respective signatures on the date first noted above.

Adopted by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

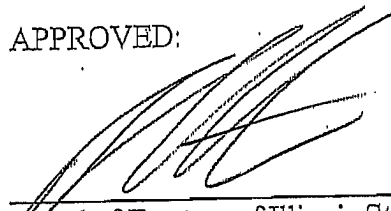
APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

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

APPROVED:

  
Board of Trustees of Illinois State University by  
Rodney L. Custer, Associate Vice President of  
Research

Member Renner/Rackauskas moved the County Board approve a Request Approval of an Agreement between McLean County and the Board of Trustees of Illinois State University for the Redeploy Illinois Program - Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

NOTE: Members Nuckolls and Rankin abstained from voting.

096-F0036/2009

Subcontract Agreement

This agreement is made this 21<sup>st</sup> day of April 2009, by and between Chestnut Health Systems, a not-for-profit corporation duly organized and existing under the laws of the State of Illinois, with a place of business at 1003 Martin Luther King Drive, City of Bloomington, County of McLean, State of Illinois, (hereafter referred to as "Subcontractor") and the County of McLean with a place of business at 115 E. Washington Street, City of Bloomington, County of McLean, State of Illinois, (hereafter referred to as "Provider").

Section 1 Relationship

Provider is the recipient of a grant from the Illinois Department of Human Services (IDHS) and wishes to subcontract certain services to Subcontractor. Provider affirms that it has written approval to utilize Subcontractor to fulfill certain obligations specific to services related to Redeploy Illinois.

Section 2 Term

This Agreement shall become effective on May 1, 2009 and shall continue through April 30, 2010.

Section 3 Renewal

This Agreement may be renewed for subsequent terms upon agreement of the parties.

Section 4 Termination Without Cause

Either party may terminate this Agreement with or without cause by giving at least thirty (30) days prior written notice to the other party or upon termination of funding for the project by IDHS.

Section 5 Scope of Services

Subcontractor agrees to provide services as defined in Attachment A: Scope of Work.

Section 6 Payment

Provider agrees to pay Subcontractor the sum of \$25 per hour for services as defined in Attachment B: Payment Schedule. Should this Agreement be terminated in accordance with Section 4, Provider agrees to reimburse Subcontractor for all services provided through the termination date.

Section 7 Notices

Any notices required or permitted hereunder shall be in writing and be delivered in person to the other party or the other party's authorized agent or by United States Mail, postage fully prepaid, to the address set forth below or as changed in writing from time to time by the Parties:

Subcontractor

Chestnut Health Systems, Inc.  
1003 Martin Luther King Drive  
Bloomington, Illinois 61701  
Attn. Alan Sender, COO

Provider

McLean County Court Services  
104 W. Front Street  
Bloomington, Illinois 61701  
Attn. Randy Macak

Section 8 Amendments

Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.

Section 9 Insurance

Subcontractor shall, at all times during this term, maintain (a) Commercial General Liability in the amount of \$1,000,000 per occurrence (combined single limit bodily injury and property damage) and \$2,000,000 Annual Aggregate. Upon request, Subcontractor shall provide a certificate of insurance as evidence of coverage.

Section 10 Liability

It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.

Section 11 Assignment

The parties expressly agree that this Agreement shall not be assigned except with the written consent of the other party.

Section 12 Severability

The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision shall be deemed as severable from other sections or provisions of this Agreement.

Section 13 Waiver

No delay or failure to exercise any right under this Agreement by either party shall operate as a waiver of such right or of any other rights under this Agreement. A waiver on one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion.

Section 14 Governing Law

This Agreement shall be subject to and construed under the laws of the State of Illinois.

Section 15 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

Section 16 Agreement

IN WITNESS WHEREOF, the parties have executed this agreement as of the date shown below:

Provider: County of McLean

By:

*Matt Soren*  
Signature of Provider

4-21-09  
Date

Subcontractor: Chestnut Health Systems

By:

*Alan Soren*  
Signature of Subcontractor

3/24/2008  
Date



## Attachment A: Scope of Work

### Chestnut Health Systems Services for Redeploy Illinois Project

Chestnut Health Systems will provide the following work under the grant:

- Chestnut staff will attend training in the evidence based treatment model Adolescent, Community Reinforcement Approach (ACRA) and will achieve certification in the model.
- Chestnut staff will provide a maximum of 20 hours per week of individual substance abuse counseling using ACRA to targeted youth.
- Chestnut staff will maintain fidelity of the model through ongoing certification requirements.
- Chestnut staff will attend wrap around meetings with McLean County Court Services as needed.
- Chestnut staff will maintain documentation of services

Attachment B: Payment

McLean County Juvenile Court Services Redeploy Project with Chestnut Health Systems

Chestnut Health Systems will bill the County of Mclean via invoice for services rendered each month by the 15<sup>th</sup> day of the following month at the rate of \$25 per hour of service not to exceed \$22,956 per year.

Payment is expected within 30 days.

CATHOLIC CHARITIES  
AGREEMENT

This Agreement entered into this 12<sup>th</sup> day of March, 2009 between the County of McLean, a body Corporate and Politic and Catholic Charities of the Diocese of Peoria-2900 W. Heading Ave. West Peoria, IL 61604-4868, pursuant to the following terms and conditions.

Target populations and eligibility criteria: Juvenile delinquent youth referred to Catholic Charities under the Redeploy Illinois Program; a grant project utilizing funds received from the Illinois Department of Human Services

Catholic Charities Agrees pursuant to the proposal(s) that are attached as Exhibit A and B:

1.
  - a. To provide outreach, in-home family therapy to Redeploy youth and their families as referred by the juvenile probation office. Servicing 1-2 clients/families at any given time.
  - b. To provide crisis services to Redeploy youth and families that do not qualify for other crisis services available to help stabilize the family at time of crisis.
  - c. To provide tele-psychiatry service to Redeploy youth for psychiatric evaluation (one hour appointment).
  - d. To provide a minimum of 2 and a maximum of 4 Cognitive Behavioral group sessions throughout a calendar year.
2. Catholic Charities shall save and hold the County of McLean (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Agreement, whether or not arising out of the partial or sole negligence of the County of McLean, its officials, agents, or employees, and shall indemnify the County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the County of McLean, and/or its agents and employees, or paid for on behalf of the County of McLean and/or its agents and employees, by insurance provided by the County of McLean.

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

In the event that the County of McLean's machinery or equipment is used by the Catholic Charities or any Subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of the Catholic Charities during the period of such use by the Catholic Charities or any Subcontractor, and if any person or persons in the employment of the County of McLean should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Catholic Charities.

3. Catholic Charities shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.
4. Catholic Charities shall, during the entire term hereof, procure and maintain general liability insurance, automobile liability insurance, workers' compensation insurance and errors and omissions coverage in a form and with such limits that are acceptable to the County of McLean. Catholic Charities shall provide to the County of McLean upon request, a Certificate of Insurance.
5. Catholic Charities shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
6. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

County of McLean agrees:

1.
  - a. To collaborate with Catholic Charities in treatment/service plan development, evaluation and decision making.
  - b. To identify a contact person for conflict resolution/problem solving and keep that name current with Catholic Charities.
  - c. To remit payment within 60 days of receipt of billing.
  - d. To make payment by check issued to Catholic Charities of the Diocese of Peoria.
  - e. To follow procedures for authorization for services/acceptance of referrals as follows:
    - i. Referrals will be made by the juvenile probation office for services on a referral form for Redeploy youth.
    - ii. Referrals will include any clinical or background information available to assist in assessment and treatment

- f. To define the following outcomes:
  - i. Improve family functioning and
  - ii. Reduce county commitments to the Illinois Department of Juvenile Justice
- g. To assist if applicable to family situation the necessary lab work in order to receive tele-psychiatry services.
- h. To provide up to \$4,500 for Catholic Charities staff, training and technical support.
- i. To provide group sessions in an amount not to exceed \$30,800
  - i. Thinking for a Change @ \$7,400.00 per group
  - ii. WAIT @ \$8,925.00/group
- j. To provide the following services to be billed per hour of:
  - i. Counseling service, including travel time; per hour = \$90.00
  - ii. Tele-psychiatry service per hour \$180.00
  - iii. Crisis services; \$347.70 for the first hour and \$34.77 each 15 minute thereafter. The amount to increase to \$477.70 and \$44.77 respectively if need to send 2 staff to safely provide services.

Both parties agree:

1. This Agreement shall be in full force and effect for one year after the above referenced date and shall be automatically renewed for an additional one year subject to paragraph 2 below
2. This Agreement subject to the receipt of Redeploy Illinois Program funds being received from the Illinois Department of Human Services
3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois, applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
4. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
5. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.
6. This Agreement may not be assigned or Subcontracted by Catholic Charities to any other person or entity without the written consent of the County of McLean.
7. This Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

8. This Agreement shall not be amended unless in writing expressly stating that it constitutes an amendment to this Agreement signed by the parties hereto. The County of McLean shall not be liable to Catholic Charities for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by the County of McLean in a writing approved by and signed by a person with lawful authority granted by the County of McLean to execute such writing.
- 9 That the foregoing and the attached document (s) (if any) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first noted above.

Adopted by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of April, 2009.

APPROVED:

Matt Sorensen

Matt Sorensen, Chairman  
McLean County Board

ATTEST:

Peggy Ann Milton

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

APPROVED:

3/12/2009  
Date

Douglas W. Brown  
Name

Catholic Charities - Youth Service  
Coordinator  
Title

Member Renner/Rackauskas moved the County Board approve a Request Approval of a Subcontract Agreement between McLean County, Chestnut Health Systems, the City of Bloomington, and the State of Illinois for services related to the Redeploy Illinois Program - Court Services and a Request Approval of an Agreement between McLean County and the Catholic Charities of the Diocese of Peoria for the Redeploy Illinois Program - Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

NOTE: Member Moss abstained from voting on item b.

Member Renner stated: The General Report can be found on pages 116-127 in your packet.

LAND USE AND DEVELOPMENT COMMITTEE

Member Gordon, Chairman, presented the following:

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

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

WHEREAS, the Solid Waste Technical and Policy Committee recommended that the following grant application be approved for funding from the County's Solid Waste Management Fund:

1. Electronics Recycling program administered by the Town of Normal - \$20,000
2. Underwood House Feasibility Study by the Town of Normal - \$5,000
3. Community Recycling Assessment coordinated by the Ecology Action Center - \$500

WHEREAS, the Land Use and Development Committee, at its regular meeting on April 2, 2009, recommended approval of the recommendations received from the Solid Waste Technical and Policy committee; now, therefore,

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

1. The McLean County Board hereby approves the following grant applications and the amounts requested for grant funds from the County's Solid Waste Management Fund:
  - 1) Electronics Recycling program administered by the Town of Normal - \$20,000
  - 2) Underwood House Feasibility Study by the Town of Normal - \$5,000
  - 3) Community Recycling Assessment coordinated by the Ecology Action Center - \$500
2. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of Building and Zoning, the Director of the McLean County Regional Planning Commission, and the County Administrator.

ADOPTED by the McLean County Board this 21' day of April, 2009

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman  
McLean County Board

Member Gordon/Ahart moved the County Board approve a Request Approval of a Resolution of the McLean County Solid Waste Management Technical Committee for the following grants. (1) \$20,000.00 for Electronics Recycling; (2) \$5,000.00 for partial funding of a Feasibility Study of the Underwood House, which will be the future home of the Ecology Action Center; (3) \$500.00 for a Community Recycling Assessment. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of David Mattson in case ZA-09-02 on parcel (23) 26-33-300-005. He is requesting a map amendment to change the zoning classification from A-Agriculture District to M-1 Restricted Manufacturing District; on property which is part of the SW ¼ of Section 33, Township 22N, Range 1W of the 3<sup>rd</sup> P.M., and is located in Mt. Hope Township at 2241 N 200 East Road, McLean, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on April 7, 2009 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 1.5 acre property is relatively flat and drains to the north and east. The property contains a single family residence and two out-buildings that the Department of Building and Zoning classifies as “contractor’s office and shop”. The property has 215 feet of frontage on the east side of 200 East Road, an oil and chip road 16 feet in width.

**SURROUNDING ZONING AND LAND USE** - The property is surrounded by land in the Agriculture District that 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 listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

1. The proposed amendment is compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses. This standard is not met. The applicant is requesting to change the zoning classification from A-Agriculture District to M-1 Restricted Manufacturing District on 1.5 acres of land that is surrounded by land in the Agriculture District that is used for crop production. The applicant converted two farm out-buildings into commercial offices without obtaining building permits and without obtaining change of use permits. The applicant then occupied the two buildings without obtaining occupancy permits or approval from the County Health Department. The applicant has approximately 11 employees who work from this property in the two detached structures that contains 11 offices, restroom, meeting room, and two storage areas. The applicant’s business involves the design and installation of security cameras and cable lines in new or existing structures.

The Zoning office became aware of this zoning violation in August of 2007. The applicant applied for a building permit for an addition to his home. The Senior Field Inspector noticed the illegal business during the stake out inspection for the addition to the dwelling. The applicant was informed of the zoning violation and came in to meet with the Director of Building and Zoning in order to correct this zoning violation. The applicant worked with the Director of Building and Zoning on a solution to the violation and agreed to move his business from the property within one year in order to operate this business legally. In March of 2008, the Building and Zoning Enforcement Officer sent the applicant correspondence requesting what progress had been made toward moving the business. The applicant did not respond to this communication and continued to operate this business from



this location. In January of 2009, the Director of Building and Zoning sent a letter to the applicant and a carbon copy to the County's Assistant State's Attorney notifying the applicant of the continued zoning violation. In February of 2009, the Director discussed and sent an email to the applicant that would have given him 3 years from the initial notification, until July 1, 2010, to comply with zoning requirements or apply to rezone the property. The applicant chose to rezone the property.

The surrounding properties are in crop production and have been in such use for many years. The dominate use in this area is agriculture. The trend of development in the area is toward agriculture. There is no trend in this area toward the M-1 Restricted Manufacturing District.

The M-1 District could allow such uses as a contractor's office and shop, a health club, hotel, motel, kennel, restaurant, retail sales and service, an auto service station, a truck stop, vehicle storage yard, self storage facility, hospital, manufacturing and assembly facility, and a trucking facility. Many of these uses are not compatible with the surrounding uses in the area.

The proposed zoning change to M-1 is not consistent with the County's Comprehensive Plan. The Comprehensive Plan designates this area as Primary Agriculture. If this property were to be rezoned to the M-1 District, it would start a trend that is not consistent with the Comprehensive Plan. The owner of the farm property to the north, south and east of the subject property objected in personal testimony to this rezoning request because of the uses that could be allowed in the M-1 District and because it could start a trend away from agricultural uses.

2. **The proposed zoning classification is appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications.** This standard is met. The property is relatively flat. The topography and dimensions of the property are appropriate for uses in both districts.
3. **Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classification.** This standard is met. The property has 215 feet of frontage on the east side of 200 East Road. It appears that safe sight distance at the existing entrance can be provided.
4. **Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.** This standard is not met. This property has frontage on 200 East Road which connects to U.S. Highway 136 approximately .5 miles to the south. The road is an oil and chip road that is not built to handle many of the uses that are allowed by right in the M-1 District. The road would need to be upgraded in order to be adequate for uses permitted in the M-1 District. Brian Snow, Mount Hope Township Road Commissioner, indicated in a communication that 200 East Road is not adequate to serve many of the uses allowed in the M-1 District.

5. **The proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the M-1 Restricted Manufacturing District will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is not met. Although the property is relatively flat and is not located within the 100 year flood hazard area, the subject site does not provide storm water retention / detention to control storm water runoff as required by the Zoning Ordinance for such uses in the M-1 District.
  
6. **Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the M-1 Restricted Manufacturing District.** This standard is not met. The Mount Hope Fire District will provide fire protection for the subject property. The property is served by a private well and septic system that has been approved for a single family residence and has not been approved for the existing use as a contractor's office and shop; the applicant installed facilities in the out-buildings without County Health Department review. The septic system for the residence will not likely handle many of the permitted uses allowed in the M-1 District. The water supply is also a concern for the uses permitted in the M-1 District.
  
7. **The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.** This standard is not met. The intent of the Agriculture District in the Zoning Ordinance states; "Provide for agricultural uses in rural areas of the County while providing for more intense land uses near the incorporated places and to provide for orderly growth and harmonious development of McLean County consistent with established policies". The subject site lies within the area designated in the County's Comprehensive Plan as Primary Agriculture.

After considering all the evidence and testimony presented, this board finds that the requested map amendment does not meet all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is not in the public interest.

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

**ROLL CALL VOTE** - The roll call vote was five members for the motion to recommend denial, none opposed, Member Kuritz recused himself and Member Judd was absent.

Respectfully submitted this 7<sup>th</sup> day of April 2009, McLean County Zoning Board of Appeals

Sally Rudolph  

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Chair

Sally Rudolph, Chair  
James Finnigan  
Drake Zimmerman  
Joe Elble  
Jerry Hoffman

Member Gordon stated: Our second item, found on the second page of our packet. Item 6, C, 1, c Request Approval to deny the application in case ZA-0902 for a map amendment to change the zoning classification from a agriculture district to M1 restricted manufacturing district. On property which is located in Mt.Hope Township at 2241 N 200 East Road in McLean, Illinois. Found in our packet on pages 22-24. Found there are the findings of fact and recommendation from McLean County Zoning Board of Appeals, following a hearing on this matter on April 7<sup>th</sup>. I will move that recommendation of the ZBA.

Members Gordon/Ahart moved the County Board approve the Request.

Member Bostic stated: I ask that be pulled off the agenda; there were some questions which arose prior to our County meetings. So there was not a timeliness to do much asking of that. As a substitute motion, I would ask that we be, each County Board Member, be provided with a digital recording of the ZBAs hearing and we take some time to listen to that and come back next month with some of our questions and perhaps either be ready to vote or send back to ZBA.

Chairman Sorensen stated: Just a point of clarification, you are asking to postpone this vote on Chairman Gordon's motion for one month to come back to the full board?

Member Bostic stated: Yes, if we can get the digital recording, rather promptly.

Chairman Sorensen stated: For the purpose of Members to review the case. This is actually a tabling motion to a date certain.

Mr. Ruud: Not exactly, it's all for a simple majority.

Chairman Sorensen stated: Motion Bostic, second Renner, to postpone for a month for the purpose of Members to review the case file. Questions, comments, or discussion now on the postponing motion?

Member Segobiano stated: I took the privilege of talking with our County Administrator, and I really got a thorough explanation in regards to the action of the Zoning Board, and these entire proceedings and it would behoove all the Members to really listen to that and get a clear understanding of what actually took place in regards to this case.

Member Gordon stated: Withdraw, I'll pass.

Member Nuckolls stated: I would just like to concur, I support this motion it will allows us an opportunity to review this appropriately.

Member Wollrab stated: I'm disturbed why there isn't a LESA assessment on the soil included in this particular case.

Chairman Sorensen stated: That would be an appropriate discussion for Mr. Dick.

Mr. Dick stated: A LESA or Land Evaluation and Site Assessment, is required when land is being taken out of crop production. This property was set aside as a nonfarm residential lot.

Chairman Sorensen stated: It was previously not in production. Other comments or discussion?

Member Segobiano stated: For a point of information, will we bring it back next month?

Chairman Sorensen stated: May County Board meeting. I think I will remind the Members, and I think it is appropriate that I would do so, that this is a zoning case that did go through the public hearing process. That means we are bound by the rules as quasi judicial Board, which means inappropriate conversation outside of the constructs of the public hearing process is absolutely inappropriate. And if you have a question about the rules that govern ex parte communication, I would encourage you to visit with Mr. Eric Ruud prior to doing anything that you shouldn't. However, reviewing the case file, reviewing the hearing records, reviewing the tapes, is absolutely our job and appropriate. Other comments?

Clerk shows all members in favor of postponing.

Member Caisley stated: It appears to me that the subject matter of this application would be better suited to a special permitted use application and I'm wondering if we have cut that off by the text of our zoning ordinance and perhaps the Land Use and Development Committee should take a look at this because there are probably a lot of people out there in the County who have small businesses that they run and may not be grandfathered in and may not have gone through the application process and we need to be aware that. Entrepreneurs who start a small business and begin employing people are the backbone of our economy and that is where our jobs are coming from. I think we need a zoning ordinance with its permitted uses that can accommodate those types of uses.

Member Gordon stated: Correct me if I'm wrong, it does appear to me first of all that there may be some merit in what Member Caisley has proposed. I ask for correction if I am not correct. That whatever may be done on that store down the line, will not have applicability to this particular case. Which is a sad reality from the standpoint of the applicant, however, that doesn't mean that we couldn't think about it and come to the Land Use Committee, maybe in short order, this would be seeking a text amendment to his own Ordinance we would have to take that under consideration and I'll be consultation with Mr. Dick and Mr. Zeunik's office about that. So that suggestion can move forward but I want to make that clear this will not have any effect on this proposal we have postponed until next month.

Chairman Sorensen stated: Fortunately or unfortunately, that's the rules of the game that we're in. You can't change the rules in the middle of a match. Other comments?

Member Gordon stated: The General Report can be found on pages 130-141 in your packet.

#### PROPERTY COMMITTEE

Member Bostic, Chairman, presented the following:

Member Bostic stated: We have no items to bring before the Board this morning, however, our General Report, we have no General Report.

Report of the County Administrator: none.

Other Business and Communication: none.

Approval of Bills:


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

MCLEAN COUNTY BOARD COMPOSITE

April 21, 2009

2009 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$399,968.09	\$399,968.09
Finance		\$1,329,089.63	\$1,329,089.63
Human Services		\$722,312.00	\$722,312.00
Justice		\$2,503,482.66	\$2,503,482.66
Land Use		\$10,360.90	\$10,360.90
Property		\$286,195.90	\$286,195.90
Transportation		\$466,853.48	\$466,853.48
Health Board		\$460,088.08	\$460,088.08
Disability Board		\$51,269.98	\$51,269.98
T. B. Board		\$21,056.88	\$21,056.88
Total	\$0.00	\$6,250,677.60	\$6,250,677.60

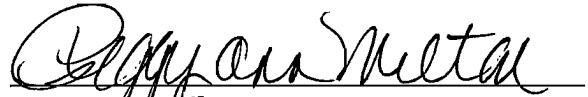
  
Matt Sorensen, Chairman  
McLean County Board

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

The meeting was adjourned until May 19, 2009 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 10:00 a.m.


\_\_\_\_\_  
Matt Sorensen  
County Board Chairman

  
PeggyAnn Milton  
County Board Clerk

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF McLEAN     )

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 21<sup>st</sup> day of April, 2009, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 13th day of May, 2009.

  
PeggyAnn Milton  
McLean County Clerk